SOUTHERN DISTRICT OF NEW YORK	JUDGE TORRES	3
BAYVIEW SHIPPING CO. S.A., SKYVIEW MARINE CO. S.A., and GULFVIEW SHIPPING CO. S.A.	: :	
Plaintiffs,	19 CV	6737
- against -	: : 19-cv	
PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING LLC	: 19-cv: :	_
Defendant.	: : X	

VERIFIED COMPLAINT

Plaintiffs, BAYVIEW SHIPPING CO. S.A. ("Bayview"), SKYVIEW MARINE CO. S.A. ("Skyview"), and GULFVIEW SHIPPING CO. S.A. ("Gulfview") (collectively referred to as "Plaintiffs"), by and through their attorneys, Tisdale Law Offices, LLC, as and for their Verified Complaint against the Defendant, PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING LLC ("Defendant" or "PES"), allege, upon information and belief, as follows:

JURISDICTION AND VENUE

- 1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1333 since the claims for which security is sought arise out of charter parties, the breach of which gives rise to a maritime claim.
- 2. As will be discussed more fully herein, Plaintiffs have commenced New York arbitration against Defendant in accordance with the Federal Arbitration Act 9 U.S.C. § 1 *et seq*. by appointing an arbitrator and demanding that Defendant do the same.

- 3. The arbitration proceedings arise out of three (3) charter parties each between the three (3) named Plaintiffs and Defendant. True copies of the fixture recaps and special clauses evidencing these charter parties are attached hereto as and will be specifically identified *infra*.
- 4. Venue is proper in this district because there is or will be during the pendency of this action property due and owing to the Defendant within this district and in the hands of a non-party garnishee, namely Bank of America, N.A. ("Bank of America") which has an office and place of business within this Judicial District.
- 5. It is believed that non-party Garnishee Bank of America may be holding property subject to this maritime attachment since Defendant PES banks with Bank of America and has paid Plaintiffs from its New York Bank of America account in the past, as will be more fully discussed herein.

PARTIES

- 6. Plaintiff Skyview is a foreign corporation organized and existing under foreign law with a manager with an office and principal place of business in Greece.
- 7. Plaintiff Gulfview is a foreign corporation organized and existing under foreign law with a manager with an office and principal place of business in Greece.
- 8. Plaintiff Bayview is a foreign corporation organized and existing under foreign law with a manager with an office and principal place of business in Greece.
- 9. Defendant PES has a principal place of business in Philadelphia, PA and is organized and exists under Delaware law.

DEFENDANT PES' BREACHES OF THE CHARTER PARTIES

M.T. APACHE CHARTER PARTY

- 10. On or about February 22, 2019, Plaintiff Bayview entered into a charter party in which it agreed to charter the M.T. APACHE, a petroleum tanker, to Defendant PES in accordance with the fixture recap attached hereto as **Exhibit 1**. The charter party consists of a fixture recap, the Sun Clauses, and the ASBATANKVOY form.
- 11. While loading cargo in performance of the charter party at Djeno Terminal in the Republic of the Congo, cargo dues were incurred in the amount of \$146,295.40.
- 12. Paragraph 4 under the "Special Provisions" of the fixture recap dated February 22, 2019 provides that these expenses are for the Charterer's (Defendant PES) account.
- 13. In accordance with the charter party dated February 22, 2019, Plaintiff Bayview invoiced Defendant PES for these charges in the amount of \$146,295.40. A true and accurate copy of the invoice and the supporting documentation is attached hereto as **Exhibit 2**.
- 14. Despite due demand, as of the date of the filing of this Verified Complaint, Defendant PES has not satisfied this invoice.
- 15. The applicable "Sun Clauses" (attached hereto as **Exhibit 3**) of the charter party provide that the initiator of the claim may commence arbitration in the City of New York or the US District Court for the Eastern District of Pennsylvania. As the initiating party, Plaintiff Bayview commenced arbitration in New York on July 18, 2019 to recover the cargo dues outstanding. See Bayview Demand for Arbitration, attached hereto as **Exhibit 4**.

M.T. RUNNER CHARTER PARTY

16. On or about March 21, 2019, Plaintiff Gulfview entered into a charter party in which it agreed to charter the M.T. RUNNER, a petroleum tanker, to Defendant PES in

accordance with the fixture recap attached hereto as **Exhibit 5**. The charter party consists of a fixture recap, the Sun Clauses, and the ASBATANKVOY form.

- 17. While loading cargo in performance of the charter party at Djeno Terminal in the Republic of the Congo, cargo dues were incurred in the amount of \$140,343.86.
- 18. Paragraph 4 under the "Special Provisions" of the fixture recap dated March 21, 2019 provides that these expenses are for the Charterer's (Defendant PES) account.
- 19. In accordance with the charter party dated March 21, 2019, Plaintiff Gulfview invoiced Defendant PES for these charges in the amount of \$140.34.86. A true and accurate copy of the invoice and the supporting documentation is attached hereto as **Exhibit 6**.
- 20. Despite due demand, as of the date of the filing of this Verified Complaint, Defendant PES has not satisfied this invoice.
- 21. The applicable "Sun Clauses" of the charter party (**Exhibit 3**) provide that the initiator of the claim may commence arbitration in the City of New York or the US District Court for the Eastern District of Pennsylvania. As the initiating party, Plaintiff Gulfview commenced arbitration in New York on July 18, 2019 to recover the cargo dues outstanding. See Gulfview Demand for Arbitration, **Exhibit 7**.

M.T. SPEEDWAY CHARTER PARTY

22. On or about April 10, 2019, Plaintiff Skyview entered into a charter party in which it agreed to charter the M.T. SPEEDWAY, a petroleum tanker, to Defendant PES in accordance with the fixture recap attached hereto as **Exhibit 8.** The charter party consists of a fixture recap, the Sun Clauses, and the ASBATANKVOY form.

- 23. In the process of performing the voyage pursuant to the charter party, Plaintiff Skyview was required to heat the cargo and incurred \$45,504.60 of expenses associated with the heating.
- 24. Defendant PES is responsible for these expenses in accordance with the charter party and the documentation attached to the invoices sent to Defendant PES. A true and accurate copy of the invoices with supporting documentation is attached hereto as **Exhibit 9**.
 - 25. Despite due demand, Defendant PES has failed to satisfy this outstanding amount.
- 26. Plaintiff Skyview is also entitled to demurrage¹ incurred as a result of delays at the loading and discharge ports.
- 27. The Laytime Statement, Statement of Facts, and other supporting documentation attached hereto as **Exhibit 9** establish that Plaintiff Skyview is entitled to \$124,739.77 in demurrage as a result of delays for the account of Defendant PES.
- 28. Invoice Number 8013 for the outstanding demurrage was sent to Defendant PES on May 30, 2019. To date, no portion of the \$124,739.77 has been paid despite due demand. Further, Defendant has not expressed any issues or disputes with Plaintiff Skyview's calculation of same.
- 29. The applicable "Sun Clauses" of the charter party (**Exhibit 3**) provide that the initiator of the claim may commence arbitration in the City of New York or the US District Court for the Eastern District of Pennsylvania. As the initiating party, Plaintiff Gulfview commenced arbitration in New York on July 18, 2019 to recover the cargo dues outstanding. See Skyview Demand for Arbitration, **Exhibit 10**

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¹ Demurrage is a form of liquidated damages which the Charterer (Defendant PES) pays the ship owner (Plaintiff Skyview) for its delayed operations of loading/unloading. The charter party provides for demurrage and the method of calculating same.

FACTS COMMON TO ALL CHARTER PARTIES

- 30. All three (3) charter parties discussed above are composed of nearly identical fixture recaps, the same "Sun Clauses," and the ASBATANKVOY form.
- 31. All three (3) charter parties call for arbitration of "any and all differences and disputes that cannot be resolved between the parties" in either the United States District Court for the Eastern District of Pennsylvania or arbitration in the City of New York, at the option of the initiator of the proceeding.
- 32. Plaintiffs have commenced arbitration in New York by appointing their arbitrator on July 18, 2019.
- 33. In maritime arbitration proceedings, arbitrators routinely award prevailing parties their attorneys' fees, the arbitrators' fees, and costs. This is consistent with Clause 24 of the ASBATANKVOY form which provides that the arbitrators may award the prevailing party its attorneys' fees and costs.

RULE B MARITIME ATTACHMENT

34. Given the factual background set out above, Defendant PES is liable in damages to pay the following sums to Plaintiffs:

A.	SPEEDWAY:	\$45,504.60
		\$124.739.77
B.	RUNNER:	\$140,343.86
C.	APACHE:	\$146,295.40
D.	TOTAL PRINCIPAL CLAIM:	\$456,883.63
E.	Interest (5 % compounded quarterly for 1 year):	\$23,276.09
F.	Plaintiffs' Anticipated Attorneys' Fees	\$75,000

G. Arbitrator's Anticipated Fees \$50,000

H. Total: \$605,159.72

- 35. Upon information and belief, non-party Garnishee Bank of America has offices and places of business this Judicial District. Bank of America is a banking institution with offices throughout the United States.
- 36. Upon information and belief, Defendant PES holds bank accounts or other assets at Bank of America in this District.
- 37. On or about May 30, 2019, Defendant PES sent funds due and owing to Plaintiffs from its "Bank of America, N.A. New York, NY- United States of America" bank account.
- 38. Since Defendant PES has sent substantial prior payments to Plaintiffs from its New York Bank of America account, Plaintiffs believe that Bank of America may be holding funds, accounts, credits, or other property of Defendant PES.
- 39. Upon information and belief, Garnishee Bank of America holds property belonging to Defendant PES in this District.
 - 40. Plaintiff seeks security for its already filed New York arbitration proceedings.
- 41. Although Defendant PES is registered to do business in New York with the Division of Corporations, it cannot be found within the district within the meaning of Supplemental Admiralty Rule B.
- 42. As stated on its website, Defendant PES' headquarters is in Philadelphia, PA. Further, the attached website printout indicates that PES operates the largest refining complex on the Eastern Seaboard. See **Exhibit 11**. None of these facilities are in the Southern District of New York.

- 43. As demonstrated by the attached affidavit, Plaintiff has attempted to search for the Defendant in this Judicial District, but has been unable to locate any offices or other conditions that would subject Defendant to being "found" within the District.
- 44. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of a garnishee within the District including but not limited to BANK OF AMERICA, N.A.
- 45. The Plaintiff seeks an order from this Court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any property of the Defendant held by BANK OF AMERICA, N.A. or any other garnishees within the District for the purpose of obtaining security for the now pending arbitration proceedings.

WHEREFORE, Plaintiffs pray:

- A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint, failing which default judgment be entered against it in the sum of US \$605,159.72
- B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits,

letters of credit, bills of lading, funds, effects, debts and monies, tangible or intangible, or any

other funds up to the amount of US \$605,159.72 belonging to, due or being transferred to, from,

or for the benefit of the Defendant PHILADELPHIA ENERGY SOLUTIONS REFINING AND

MARKETING LLC including but not limited to such property as may be held, received or

transferred in Defendant's name or as may be held, received or transferred for its benefit at,

moving through, or within the possession, custody or control of BANK OF AMERICA, N.A. or

any banking/financial institutions and/or other institutions or such other garnishees to be named,

and that all persons claiming any interest in the same be cited to appear and pursuant to

Supplemental Admiralty Rule B answer the matters alleged in the Verified Complaint.

C. That this Court award Plaintiffs the attorneys' fees and costs incurred in this

action; and

D. That the Plaintiffs have such other, further and different relief as the Court deems

just, proper and equitable.

Dated: New York, NY

July 19, 2019

Attorneys for Plaintiffs,

BAYVIEW SHIPPING CO. S.A.,

SKYVIEW MARINE CO. S.A., and

GULFVIEW SHIPPING CO. S.A.

By:

Thomas L. Tisdale (TT5263)

Timothy J. Nast (TN 8578)

Tisdale Law Offices, LLC

60 East 42nd St., Suite 1638

New York, NY 10036

212-354-0025

ttisdale@tisdale-law.com

tnast@tisdale-law.com

ATTORNEY'S VERIFICATION

State of Connecticut)		
)	ss.:	Southport
County of Fairfield)		

- 1. My name is Thomas L. Tisdale.
- 2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
- 3. I am an attorney at Tisdale Law Offices, LLC, attorneys for the Plaintiff.
- 4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
- 5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
- 6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
- 7. I am authorized to make this Verification on behalf of the Plaintiffs

Dated: July 19, 2019 Southport, CT

Thomas I Tisdale

EXHIBIT 1

POTEN AND PARTNERS, INC.

TO : PES ATTN : YIYI SHI

TO: TRITON SHIPPING

ATTN: JOE MILON

FROM: PETER PERRI

SUBJECT: APACHE/PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING, LLC - C/P

22 FEBRUARY 2019

WE ARE PLEASED TO CONFIRM THE FOLLOWING VESSEL WITH ALL SUBJECTS

LIFTED AS FOLLOWS:

THE CHARTER PARTY CONSISTS OF THIS RECAP, THE ASBATANKVOY FORM AND THE SUN RIDER CLAUSES REFERRED TO BELOW. IN THE EVENT OF CONFLICT BETWEEN THE PROVISIONS SET OUT HEREIN, THE PRINTED TERMS OF THE CHARTER PARTY FORM AND THE SUN RIDER CLAUSES, THE ORDER OF PREFERENCE SHALL BE (1) THIS RECAP, (2) THE SUN RIDER CLAUSES (AS AMENDED BY THIS RECAP) AND (3) THE ASBATANKVOY FORM (AS AMENDED BY THIS RECAP).

-----TITLE-----

CHARTERER: PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.

OWNER:

BAYVIEW SHIPPING CO. S.A. C/O NEREUS SHIPPING S.A. 35-39 AKTI MIAOULI, PIRAEUS, GR 185-35, GREECE

TEL: 30 210 429 2262-6 FAX: 30 210 429 2466 TELEX: 211451 / 212751 / 21

EMAIL: PIRAEUS@NEREUSHIP.GR

COMMERCIAL OPERATOR:

NEREUS SHIPPING S.A. 35-39 AKTI MIAOULI STREET, 185-35, PIRAEUS, GREECE

TEL: 30 210 4292262 FAX: 30 4292334 / 334

EMAIL: PIRAEUS@NEREUSHIP.GR

BROKER: POTEN AND PARTNERS, INC.

C /P FORM : ASBATANKVOY C/P DATE : 22 FEBRUARY 2019

-----VESSEL------

VESSEL : APACHE FLAG : GREEK

DWT:(METRIC TONS) 158,594 M/T

DRAUGHT: 17.168 M LOA: 274.17 M

BEAM: 48 M

BUILT: MAY 24, 2016

CAPACITY AT 98 %: 169,459 M3 EXCL. SLOPS

SLOP TANK AT 98 %: 3,431 M3

SBT: YES CBT: N/A COW: YES COATED: NO IGS: YES

TPC: 107.70 MT BCM: 137.57 M

KTM: 51.40 M COLLAPSABLE TO 50.00 M

COILED: YES CLASS: ABS

P AND I CLUB: LONDON STEAMSHIP

GRT: 81,413.00 MT

HULL TYPE: DOUBLE HULL

TVE EXPIRATION DATE: DECEMBER 31, 2019

H + M - USD 95,000,000

LAST SIRE INSPECTION: NOVEMBER 7, 2018 / SUNGAI, MALAYSIA / KOCH

FRESH SIRE WAS PERFORMED ON 8TH FEBRUARY, 2019 AT

ALGECIRAS, SPAIN BY MOTOROIL

(NOT UPLOADED IN SIRE DATABASE YET)

LAST 5 CARGOES/CHARTERERS

KOLE CRUDE / CEPSA BRASS CRUDE / PETROINEOS WTI / CASTLETON CL AZERI CRUDE / IRVING ZAFIRO CRUDE / LITASCO

INTAKES OF NKOSSA CRUDE: BASIS API 39.7:

55 FT SWAD - 1,049,000 BBLS OR 137,500 MT AT 16.0 M SWEK OR 52 FT 06 INCH

40 FT FWAD - 725,000 BBLS OR 95,000 MT 39 FT FWAD - 699,000 BBLS OR 91,600 MT 38 FT FWAD - 675,000 BBLS OR 88,500 MT

VESSEL IS FITTED WITH A HIGH LEVEL ALARM SYSTEM

CARGO QUANTITY: PART CARGO MINIMUM 130,000 MT ALWAYS CONSISTENT WITH 55' SWAD AT DISPORT.

NO DEADFREIGHT FOR CHARTERER'S ACCOUNT PROVIDED MINIMUM QUANTITY SUPPLIED,

CHARTERER'S OPTION TO FULL CARGO.

FREIGHT ALWAYS TO BE MADE ON B/L QTY BUT MINIMUN 130.000 M/T

GRADE(S): CRUDE OIL(S)

SEGREGATION: MAX 2 GRADES WVNS.

HEAT: NO HEAT - AS AN OPTION

CHARTS OPTION TO INSTRUCT VESSEL TO MAINTAIN LOADED TEMP OR TO HEAT UP TO MAX

125 DEG F

AND PAYING ACTUAL COST OF BUNKERS CONSUMED AND TO BE PAID UPON RECEIPT OF

MASTERS DOCUMENTED

INVOICE"

LAYDAYS: 7- 11 MARCH 2019 (0001-1600 HRS) A TWO DAY LAYCAN IN CHARTERERS OPTION DECLARABLE BY 1200 HRS NY FEBRUARY 25, 2019

CURRENT POSITION: FOC, VESSEL IS DRIFTING OFF LIBERIA.

ETA BASIS: DJENO - 26TH FEBRUARY 2019 AM HRS LT - AGW

LOAD: 1/2 SAFE PORT(S) PLACES WAF (NIGERIA – ANGOLA RANGE) EXCLUDING INNER BERTHS

DISCHARGE: 1/2 SAFE PORTS USAC IF NYNNGWB EXCLUDING FLORIDA, MAINE, MARYLAND + NORTH CAROLINA.

AND/OR: 1/2 SAFE PORTS USG PORT(S) EXCLUDING LOOP AND FLORIDA.

AND/OR: 1/2 SAFE PORTS CARIBS EXCLUDING CUBA, ORINOCO, HAITI AND ST. CROIX BUT INCLUDING PUERTO RICO/ BAHAMAS/

ST.LUCIA/ TRINIDAD/ ST. EUSTATIUS/ CAYMAN ISLAND/AND CAICOS ISLAND.

AND/OR: 1/2 SAFE PORTS ECC ALWAYS WIWL OR: 1/2 SAFE PORTS UKC (G-H RANGE)

OR: 1/2 SAFE PORTS EUROPEAN MED NEOBI GREECE EXCLUDING ALBANIA,

YUGOSLAVIA AND FORMER YUGO

(ALWAYS IN GEOGRAPHICAL ROTATION)

(MAX 3 PORTS TOTAL LOAD / DISCHARGE)

FREIGHT RATE: WS 62.5 - IF USG DISCHARGE

WS 65 - IF USAC/CARIBS DISCHARGE WS 67.5 - IF ECC/UKC-MED DISCHARGE

2019 WS TO APPLY

OVERAGE IF ANY AT 50% OF FIXING

TOTAL LAYTIME ALLOWED: PER WS

DEMURRAGE RATE: USD 27,500 PDPR

LADEN SPEED: VESSEL TO PERFORM LADEN VOYAGE AT 13 KTS UPTO 14 KTS WSNP IN CHARTERERS OPTION.

FREIGHT PAYABLE TO: IN U.S. DOLLARS VIA TELEGRAPHIC TRANSFER TO:

CITIBANK NA, LONDON BRANCH

CGC CENTRE, CANARY WHARF E14 5LB-LONDON-UK

SWIFT: CITIGB2L

IBAN : GB83CITI18500817727313 ACCOUNT NUMBER : 17727313

CURRENCY: USD

ACCOUNT NAME: NEREUS SHIPPING SA

USD CORRESPODENT BANK: CITIBANK NA, NEW YORK

SWIFT/BIC: CITIUS33

1.25 PCNT ADDRESS (SEE SUN COMMISSION CLAUSE NO. 28)
1.25 PCNT TO POTEN AND PARTNERS, INC. ON FREIGHT/DEADFREIGHT/DEMURRAGE

THE PARTIES AGREE THAT THE SIGNED CHARTER PARTY COUNTERPARTS WILL NOT BE EXCHANGED. INSTEAD, EACH WILL CONFIRM, IN WRITING (INCLUDING BY FAX OR TELEX). THAT THE TERMS SET OUT HEREIN ARE ACCEPTED.

1. THE FOLLOWING REVISIONS TO PARTS I AND II OF THE ASBATANKVOY ARE AGREED BY THE PARTIES:

PART 1 (L) DELETE AS AMENDED CL.7

PART 1 (K): THE PARTIES SELECT NEW YORK.

PART II, CLAUSE 6, LINE 2: DELETE "LETTER, TELEGRAPH, WIRELESS OR TELEPHONE" AND INSERT "IN WRITING (INCLUDING BY FAX OR E-MAIL)"

PART II, CLAUSE 14(A): IN THE LAST SENTENCE, REPLACE THE WORDS "TIME OCCUPIED" WITH THE WORDS

"ADDITIONAL TIME OCCUPIED (AS COMPARED TO THE VPYAGE ORIGINALLY INTENDED)"

PART II, CLAUSE 21: ADD THE FOLLOWING SENTENCE AT THE END OF THE CLAUSE: "CHARTERER SHALL HAVE A LIEN ON THE VESSEL FOR ANY AMOUNTS DUE FROM OWNER TO CHARTERER HEREUNDER."

PART II, CLAUSE 26: THIS CLAUSE IS DELETED IN ITS ENTIRETY.

- 2. DELAY AT DISCHARGE PORT CLAUSE:
 - IF VESSEL IS DELAYED AT DISPORT AS A RESULT OF HOSTILITIES, THEN ALL TIME TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF VESSEL IS ON DEMURRAGE.
- 3. EXXON D+A CLAUSE

- 4. ANY TAXES AND/OR DUES AND OR LEVIES ON CARGO AND/OR FREIGHT AND OR VESSEL AT LOAD OR DISCHARGE PORT NOT COVERED UNDER WORLDSCALE TO BE FOR CHARTERER'S ACCOUNT.
- 5. OWNER WARRANTS VESSEL HAS A CLOSED LOADING SYSTEM.
- 6. GABONESE TAX CLAUSE 'IF GABON, GABONESE SHIPPING COUNCIL TAX TO BE FOR CHARTERERS ACCOUNT.'
- 7. VESSEL TO ARRIVE LOADPORT WITH CLEAN BALLAST
- 8. SUN WEST AFRICA BALLAST CLAUSE.

OWNER WARRANTS VESSEL WILL ARRIVE AT LOAD PORT WITH SUFFICIENT CLEAN BALLAST ON BOARD (APPROXINATELY 30 PCT OF SDWT) FOR PROPER MANEUVERABILITY. OWNER FURTHER WARRANTS VESSEL IS ABLE TO DEBALLAST AND LOAD CARGO SIMULTANEOUSLY WITH TWO VALVE SEGREGATION WHILE MAINTAINING 30 PER CT OF SUMMER DEADWEIGHT AND WITH THE VESSEL'S PROPELLER AND RUDDER PROPERLY IMMERSED AT ALL TIMES. ALL DELAYS, LOSSES AND EXPENSES INCURRED DUE TO VESSEL'S NON COMPLIANCE WILL BE FOR OWNER'S ACCOUNT.

- 9. ANY TIME AND OR EXPENSE IN OBTAINING A VALID TVE CERTIFICATE TO DISCHARGE IN U.S. TO BE FOR OWNER'S ACCOUNT.
- 10. OWNER/MASTER WARRANTS THAT THE H2S CONTENT AND MERCAPTAN LEVEL IN EACH CARGO TANK PRIOR TO ARRIVAL

AT LOADPORT WILL NOT EXCEED TERMINAL REGULATIONS.

11.OWNER'S NIGERIAN CLAUSE:

"ANY DELAYS IN OBTAINING NIGERIAN TASK FORCE PERMISSION TO ENTER OR LEAVE NIGERIAN

WATERS TO COUNT IN FULL AS USED LAYTIME OR DEMURRAGE IF ON DEMURRAGE.
ANY TAXES AND /OR DUES AND/OR LEVIES ON CARGO AND/OR FREIGHT BUT NOT LIMITED TO

NIGERIAN CONSERVANCY DUES, NIGERIAN HARBOUR DUES, OIL TERMINAL DUES, WHARFAGE, NMA

(NATIONAL MARITME AUTHORITY) FEE, AND ANY OTHER ITEMS AS PER WORLDSCALE PREAMBLE 12

AND /OR FIXED AND /OR VARIABLE RATE DIFFERENTIALS AS PER WORLDSCALE TO BE SETTLED BY THEM DIRECTLY.

ANY DELAYS IN NIGERIA DUE TO LOCKOUTS, STRIKES, RESTRAINTS, WORK TO RULE, GO-SLOW. CIVIL

UNREST TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF ON DEMURRAGE.

12. OWNER WILL COMPLY WITH THE APPLICABLE U.S. CUSTOMS REGULATION 19 CFR 4.7 (B) (2) AND

OBTAIN AND ACTIVELY CODE 3 CUSTOMERS BORDER AND PATROL INTERNATIONAL CARRIER

BOND PRIOR TO ARRIVAL AT THE UNITED STATES OR UNITED STATES TERRITORY DISPORT.

13. IF LOADING GAMBA, OWNERS CONFIRM VESSEL MUST/WILL ARRIVE AT LOADPORT WITH DEADWEIGHT

NOT TO EXCEED 150,000 MT.

14. NORTH AMERICA ECA CLAUSE: (N/A – ALREADY INCORPORATED INTO THE 2017 WORLD SCALE)

IF VESSEL IS INSTRUCTED TO CALL A PORT WITHIN ECA,
THEN CHARTERERS TO PAY LADEN LEG ONLY AS PER WORLDSCALE AGAINST MASTERS
STATEMENT/SHIPS LOG. IF VESSEL HAS TO PASS THROUGH AN ECA ZONE TO REACH
NOMINATED PORT THEN CHARTERERS TO PAY THAT PORTION WHILE VESSEL IS IN
ECA AREA AGAINST MASTERS STATEMENT/SHIPS LOG

15. TRADE AND ECONOMIC SANCTIONS AND ANTI-CORRUPTION COMPLIANCE CLAUSE:

- 1. OWNER REPRESENTS AND WARRANTS THAT NEITHER THE VESSEL, NOR OWNER, OWNER'S SUBSIDIARIES, AFFILIATES OR PARENT COMPANY, OR DISPONENT OWNER, IS A PARTY IDENTIFIED ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS; THE U.S. COMMERCE DEPARTMENT'S DENIED PERSONS LIST OR ENTITY LIST; THE U.S. STATE DEPARTMENT'S DEBARRED LIST, OR ANY OTHER SIMILAR LIST OF PROHIBITED OR DENIED PARTIES MAINTAINED BY THE U.S. GOVERNMENT, OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS (A "BLOCKED PERSON"). OWNER FURTHER WARRANTS THAT NEITHER OWNER NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR PARENT COMPANY, OR DISPONENT OWNER IS ORGANIZED UNDER THE LAWS OF, ACTING AT THE DIRECTION OF, OR OPERATING UNDER THE FLAG OF, ANY COUNTRY SUBJECT TO A COMPREHENSIVE EMBARGO OR SANCTIONS PROGRAM OF THE UNITED STATES OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
- 2. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH ALL APPLICABLE TRADE AND ECONOMIC SANCTIONS LAWS AND REGULATIONS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
- 3. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH THE BRIBERY AND OTHER ANTI-CORRUPTION LAWS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS. APPLICABLE BRIBERY AND ANTI-CORRUPTION LAWS INCLUDE, BUT ARE NOT LIMITED TO, THE U.S. FOREIGN CORRUPT PRACTICES ACT, THE U.K. BRIBERY ACT AND BRAZIL'S CLEAN COMPANIES ACT.
- 4. OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CHARTERER, ITS SHAREHOLDERS (INCLUDING PES AND ICBC STANDARD BANK PLC), SUBSIDIARIES AND AFFILIATES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THEM (COLLECTIVELY, THE "CHARTERER INDEMNIFIED PARTIES"), FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, COST, DAMAGE, EXPENSE, FINE, JUDGMENT, LIABILITY OR PENALTY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ATTORNEYS FEES AND COSTS OF COURT OR ARBITRATION) (COLLECTIVELY, "COSTS") ARISING OUT OF OR RESULTING FROM OWNER'S BREACH OF THIS ADDITIONAL SPECIAL PROVISION.
 - 16. INTERNATIONAL SHIP & PORT FACILITY SECURITY CODE / MTSA:
- 1. OWNER SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (TOGETHER, THE "ISPS CODE") RELATING TO THE VESSEL AND "THE COMPANY" (AS DEFINED BY THE ISPS CODE). IF TRADING TO OR FROM THE UNITED STATES OR PASSING THROUGH UNITED STATES WATERS, OWNER SHALL ALSO COMPLY WITH THE REQUIREMENTS OF THE U.S. MARITIME TRANSPORTATION SECURITY ACT 2002 (THE "MTSA") RELATING TO THE VESSEL AND THE "OWNER" (AS DEFINED BY THE MTSA).

- 2. UPON REQUEST, OWNER SHALL PROVIDE CHARTERER WITH A COPY OF THE RELEVANT INTERNATIONAL SHIP SECURITY CERTIFICATE (OR THE INTERIM INTERNATIONAL SHIP SECURITY CERTIFICATE) AND THE FULL-STYLE CONTACT DETAILS OF THE COMPANY SECURITY OFFICER ("CSO").
- 3. EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER PARTY, LOSS, DAMAGES, EXPENSE OR DELAY (EXCLUDING CONSEQUENTIAL LOSS, DAMAGES, EXPENSE OR DELAY) CAUSED BY THE FAILURE OF OWNER OR THE COMPANY/OWNER TO COMPLY WITH THE REQUIREMENTS OF THE ISPS CODE/MTSA OR THIS SECTION 12 SHALL BE FOR OWNER'S ACCOUNT, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD CHARTERER, ITS AGENTS AND THE CARGO OWNER HARMLESS THEREFROM. ANY DELAY CAUSED BY SUCH FAILURE SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE.
- 4. CHARTERER SHALL PROVIDE OWNER AND THE SHIP SECURITY OFFICER ("SSO")/MASTER WITH ITS FULL-STYLE CONTACT DETAILS AND, UPON REQUEST, ANY OTHER INFORMATION OWNER REQUIRES TO COMPLY WITH THE ISPS CODE/MTSA.
- 5. PROVIDED THAT THE DELAY IS NOT CAUSED BY OWNER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THE ISPS CODE/MTSA (IN WHICH CASE ANY DELAY CAUSED BY SUCH FAILURE SHALL BE FOR <u>OWNER'S</u> ACCOUNT AND SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE), ANY DELAY RESULTING FROM MEASURES IMPOSED BY A PORT FACILITY OR BY ANY RELEVANT AUTHORITY UNDER THE ISPS CODE/MTSA THAT ARE BEYOND THE REASONABLE CONTROL OF OWNER AND CHARTERER SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE, WITH DEMURRAGE CALCULATED AT 50% OF THE DEMURRAGE RATE.
- 6. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED IN THIS CHARTER, ANY ADDITIONAL COSTS OR EXPENSES WHATSOEVER
 SOLELY ARISING OUT OF OR RELATED TO SECURITY REGULATIONS OR MEASURES REQUIRED BY THE PORT FACILITY OR ANY RELEVANT AUTHORITY AT THE LOADING OR DISCHARGE PORT IN ACCORDANCE WITH THE ISPS CODE/MTSA AND TO WHICH OWNER AND THE VESSEL WOULD NOT BE SUBJECT BUT FOR THE TRADING OF THE VESSEL TO SUCH LOADING OR DISCHARGE PORT, INCLUDING, BUT NOT LIMITED TO, SECURITY GUARDS, LAUNCH SERVICES, VESSEL ESCORTS, SECURITY FEES OR TAXES AND INSPECTIONS, SHALL BE FOR CHARTERER'S ACCOUNT, UNLESS SUCH COSTS OR EXPENSES RESULT SOLELY FROM A FAILURE BY OWNER TO COMPLY WITH THIS CHARTER PARTY, AN ACT OR OMISSION OF THE MASTER OR CREW, THE PREVIOUS TRADING OF THE VESSEL, THE NATIONALITY OF THE CREW OR THE IDENTITY OF OWNER'S MANAGERS. ALL MEASURES REQUIRED BY OWNER TO COMPLY WITH THE SHIP SECURITY PLAN SHALL BE FOR OWNER'S ACCOUNT.
- 7. IF EITHER PARTY MAKES ANY PAYMENT THAT IS FOR THE OTHER PARTY'S ACCOUNT ACCORDING TO SPECIAL PROVISION 16, THE OTHER PARTY SHALL INDEMNIFY THE PAYING PARTY.
- 8. WHEN THE VESSEL CALLS IN THE UNITED STATES, INCLUDING ANY U.S. TERRITORY, THE FOLLOWING PROVISIONS SHALL APPLY WITH RESPECT TO ANY APPLICABLE SECURITY REGULATIONS OR MEASURES:
- (a) REPORTING THE VESSEL OR ITS AGENTS SHALL REPORT AND SEND ALL NOTICES AS REQUIRED TO OBTAIN ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES. ANY DELAY CAUSED BY THE FAILURE TO SO REPORT SHALL BE FOR OWNER'S ACCOUNT, UNLESS SUCH FAILURE TO REPORT IS CAUSED BY OR ATTRIBUTABLE TO CHARTERER OR ITS REPRESENTATIVES OR AGENTS INCLUDING, BUT NOT LIMITED TO, THE SHIPPER AND/OR RECEIVER OF THE CARGO.
- (b) CLEARANCES UNLESS CAUSED BY OWNER'S ACT OR FAILURE TO ACT IN COMPLIANCE WITH THIS CHARTER PARTY, ANY DELAY SUFFERED OR TIME LOST IN OBTAINING THE ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE; PROVIDED THAT THE DEMURRAGE RATE TO BE APPLIED IN ANY CASE

WHERE DELAY IS NOT CAUSED BY CHARTERER'S NEGLIGENCE SHALL BE CALCULATED AT 50% OF THE DEMURRAGE RATE.

- (c) **EXPENSES** ANY EXPENSES OR ADDITIONAL FEES RELATING TO THE CARGO, EVEN IF LEVIED AGAINST THE VESSEL, THAT ARISE OUT OF THE SECURITY MEASURES IMPOSED AT THE LOADING PORT AND/OR THE DISCHARGE PORT AND/OR ANY OTHER PORT TO WHICH CHARTERER ORDERS THE VESSEL, SHALL BE FOR CHARTERER'S ACCOUNT.
 - 17. BASIC VESSEL REQUIREMENTS: (APRIL 2015)

THE VESSEL SHALL BE SUITABLE IN EVERY WAY FOR LOADING AND DISCHARGING THE CARGO AT THE DECLARED LOADING

AND DISCHARGE PORTS AND TERMINALS, AND SHALL COMPLY IN FULL WITH ALL APPLICABLE PROCEDURES, RULES AND

REGULATIONS OF SUCH LOADING AND DISCHARGING PORTS AND TERMINALS. OWNER WARRANTS THAT THE VESSEL IS NOT.

AND IS NOT OWNED, CONTROLLED OR AFFILIATED WITH, A BLOCKED PERSON (AS DEFINED IN SECTION 14.1 HEREOF). ANY

COSTS, EXPENSES, FINES OR PENALTIES INCURRED BY OWNER OR CHARTERER BY REASON OF THE VESSEL NOT BEING OF

THE ABOVE DESCRIPTION AND TIME LOST THEREBY SHALL BE FOR OWNER'S ACCOUNT.

18. SEIZURE AND ARREST: (APRIL 2015)

IF THE VESSEL IS SEIZED, ARRESTED OR OTHERWISE DETAINED BY A THIRD PARTY NOT ARISING FROM ANY ACT OR OMISSION

OF CHARTERER, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CHARTERER FOR ALL DAMAGES, LOSSES, CLAIMS,

JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM, AND ANY TIME LOST SHALL NOT COUNT

AS LAYTIME.

19. FOR FREIGHT CALCULATION PURPOSES, THE PLACE OF LIGHTERING SHALL NOT CONSIDERED A DISCHARGE PORT

OR DISCHARGE BERTH WHETHER OR NOT DESIGNATED AS SUCH BY WORLDSCALE OR OTHER ORGANIZATIONS

HAVING JURISDICTION, PROVIDED THE DESIGNATED LIGHTERING AREA IS A CUSTOMARY LIGHTERING ANCHORAGE

FOR THAT DISCHARGE PORT.

THE FOLLOWING SUN CLAUSES DATED JUNE 12, 1998 NO. 1-34 WITH ALTERATIONS AND DELETIONS AS LISTED BELOW ARE HEREBY INCORPORATED IN THIS CHARTER PARTY.

- 1. HOURS/TERMS/CONDITIONS: LINE 2: AFTER 'CONDITIONS' ADD 'AS AMENDED' LAYTIME PER WS
- 2. ARBITRATION OF SMALL CLAIMS: REVISED 4/20/15
 THE PARTIES AGREE, THAT ANY DISPUTES RELATING TO CLAIMS OF \$50,000 OR
 LESS IN THE AGGREGATE THAT ARE SUBMITTED

TO ARBITRATION IN ACCORDANCE WITH THIS CHARTER SHALL BE GOVERNED BY THE SHORT FORM ARBITRATION PROCEDURE ADOPTED BY THE SOCIETY OF MARITIME ARBITRATORS.

3. GENERAL AVERAGE: REVISED 4/20/15
GENERAL AVERAGE SHALL BE ADJUSTED, STATED AND SETTLED ACCORDING TO YORK/ANTWERP RULES, 1974, AS

AMENDED 1994, WHICH RULES SHALL BE DEEMED TO BE A PART OF THIS CHARTER PARTY, AND AS

TO MATTERS NOT PROVIDED FOR BY THOSE RULES, ACCORDING TO THE LAWS AND USAGES AT THE PORT OF NEW YORK.

4. CARGO RETENTION CLAUSE:

DELETE IN IT'S ENTIRETY INSERT' AMOCO CARGO RETENTION CLAUSE AFTER 'FREE FLOWING' INSERT 'LIQUID AND PUMPABLE'.

- 5. . COMPLIANCE WITH REQUIREMENTS:(REVISED APRIL 2015) OWNER WARRANTS THAT IT IS A MEMBER OF THE INTERNATIONAL TANKER OWNER POLLUTION FEDERATION, LIMITED(ITOPF) AND WILL COMPLY WITH ALL APPLICABLE U.S.FEDERAL, STATE, AND LOCAL AND ALL FOREIGN LAWS, INTERNATIONAL TREATIES AND CONVENTIONS, TREATIES, PROTOCOLS OR OTHER AGREEMENTS RELATED TO THE NAVIGATION, MANAGEMENT, HANDLING OR OPERATION OF THE VESSEL AND APPLICABLE TERMINAL RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, CUSTOMS REGULATIONS; THE OIL POLLUTION ACT OF 1990; ALL APPLICABLE PORT RULES AND REGULATIONS; AND WILL HAVE AND CARRY ABOARD THE VESSEL A U.S.FEDERAL MARITIME COMMISSION CERTIFICATE OF FINANCIAL RESPONSIBILITY (OIL POLLUTION) AS ISSUED BY THE UNITED STATES COAST GUARD, AND A CERTIFICATE OF INSURANCE AS DESCRIBED IN THE CIVIL LIABILITY CONVENTION FOR OIL POLLUTION DAMAGE. IN NO CASE SHALL CHARTERER BE LIABLE FOR USED LAYTIME, DEMURRAGE, OR OTHER DELAY AS A RESULT OF OWNER'S FAILURE TO COMPLY WITH THE AFOREMENTIONED OBLIGATIONS. AND ANY LOSSES, DIRECT EXPENSES OR DIRECT DAMAGES ARISING AS A RESULT OF SUCH FAILURE TO COMPLY WITH THIS CLAUSE WILL BE FOR OWNER'S ACCOUNT. THIS DOES NOT RELEASE CHARTERERS FROM THEIR RESPONSIBILITY TO NOMINATE VESSEL TO AND CLEAR THE VESSEL WITH ALL LOAD AND DISCHARGE PORT(S)/TERMINALS(S) PRIOR TO LIFTING SUBJECTS.
 - 6. INSURANCE: (REVISED APRIL 2015) -

OWNER WARRANTS THAT FROM THE TIME THE VESSEL IS OBLIGATED TO PROCEED TO THE LOADING

PORT(S) AND THROUGHOUT THE VESSEL'S SERVICE UNDER THIS CHARTER PARTY, OWNER

SHALL MAINTAIN THE FOLLOWING INSURANCE WITH RESPECT TO THE VESSEL AT OWNER'S EXPENSE:

- HULL AND MACHINERY INSURANCE INCLUDING COLLISION LIABILITY IN AN AMOUNT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, THE UNDERWRITERS OF SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER;
- 2. PROTECTION AND INDEMNITY INSURANCE ON A FULL ENTRY BASIS WITH AN INTERNATIONAL GROUP P&I CLUB, SUCH INSURANCE TO INCLUDE, BUT NOT BE LIMITED TO: COVERAGE IN RESPECT OF LOSS OF OR DAMAGE TO THE CARGO; COVERAGE FOR INJURIES TO OR DEATH OF MASTERS, MATES AND CREW; COLLISION LIABILITIES NOT INSURED UNDER THE H&M POLICY; EXCESS COLLISION LIABILITIES; CARGO LEGAL LIABILITIES; AND POLLUTION LIABILITIES. THE LIMIT OF SUCH INSURANCE SHALL BE AS ESTABLISHED BY THE RULES OF THE INTERNATIONAL GROUP OF P&I CLUBS EXCEPT FOR POLLUTION LIABILITIES, WHICH SHALL BE LIMITED TO THE MAXIMUM POLLUTION LIMIT OFFERED THROUGH THE P&I CLUBS OF THE INTERNATIONAL GROUP (CURRENTLY US \$1 BILLION). CHARTERER SHALL BE NAMED AS AN ADDITIONAL ASSURED ON ALL P&I CLUB ENTRIES (SUBJECT TO MISDIRECTED ARROW CLAUSE), AND THE P&I CLUB SHALL WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER; AND

3. HULL AND P&I WAR RISK INSURANCE WITH A LIMIT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER.

OWNER SHALL PROVIDE TO CHARTERER, ON REQUEST, EVIDENCE OF SUCH INSURANCE. ANY EXTRA INSURANCE ON FREIGHT AND/OR CARGO, DUE TO VESSEL'S AGE, CLASSIFICATION, AND/OR FLAG, IS FOR OWNER'S ACCOUNT, AND CHARTERER SHALL HAVE THE RIGHT TO "DEDUCT" SUCH EXTRA INSURANCE COSTS FROM FREIGHT DUE OWNER.

- 7. POLLUTION PREVENTION AND RESPONSIBILITY:
 LINE 11 DELETE FROM THE WORD "ANY" THROUGH LINE 13 TO THE WORD "EXPENSE".
- 8. DISPUTE RESOLUTION:
- 9. ETA:
- 10. CLEAN BALLAST:
- 11. BUNKER:
- 12. DIVERSION:
- 13. CARGO SHIFTING CLAUSE:
- 14. SUN SPEED CLAUSE:

LINE 2 INSERT ' SEE MAIN TERMS ABOVE' LINE 4 TO 13 DELETE IN IT'S ENTIRETY

15. HEATING:

ADD 'AT CHARTERERS OPTION'

DELETE ANY REFERENCE TO '135' INSERT '125'

AT END ADD FOLLOWING 'ANY COST FOR RAISING CARGO TEMPERATURE

TO BE PAID BY CHARTERERS UPON RECEIPT OF MASTER'S INVOICE' (SEE MAIN BODY OF C/P).

- 16. CHANGE OF DESTINATION/BILL OF LADING INDEMNITY CLAUSE:
- 17. AGENCY: (REVISED APRIL 2015):

IT IS UNDERSTOOD AND AGREED CHARTERER RESERVES THE RIGHT TO APPOINT AGENTS WHOSE FEES ARE COMPETITIVE WHO WILL

ACT AS THE AGENT FOR, AND BE SOLELY RESPONSIBLE TO, THE VESSEL ENTERING AND CLEARING THE LOAD/DISCHARGE PORT(S).

SUCH AGENTS, ALTHOUGH APPOINTED BY CHARTERER, SHALL BE PAID BY OWNER.

- 18. BOARDING CLAUSE:
- 19. SURVEY AND SAMPLE:
- 20. LIGHTERING:

LINES 8/9 DELETE 'ONE HALF' INSERT 'FULL'.

21. PUMPING:

LINE 3 DELETE (OR PRO RATA TIME FOR A PART CARGO)

LINE 9 AFTER WORD 'MANIFOLD' INSERT 'PROVIDED SHORE FACILITIES PERMIT'

LINE 10 INSERT 'COWING'

DELETE LAST SENTENCE OF CLAUSE

22. CRUDE OIL WASHING:

INSERT AT END 'OVER AND ABOVE THAT SPECIFIED IN VESSEL'S COW MANUAL'.

- 23. IGS DEPRESSURIZATION:
- 24. CLAIMS:

LINE 5 DELETE 'THIRTY (30)' AND INSERT 'SIXTY (60)' LINE 7 DELETE 'SIXTY(60)' AND INSERT 'NINETY (90)'

25. LAYTIME-DEMURRAGE EXCEPTIONS REVISED APRIL 2015):

NOTWITHSTANDING ANYTHING IN PARTS I OR II TO THE CONTRARY, THE FOLLOWING TIME PERIODS SHALL NOT BE

CHARGED AGAINST LAYTIME, USED LAYTIME OR TIME ON DEMURRAGE, WHETHER OR NOT LIGHTERING HAS OCCURRED:

1. ALL THE TIME BETWEEN EARLY ARRIVAL NOR AT LOAD PORT AND 0600 ON THE FIRST DAY OF LAYDAYS, UNLESS THE VESSEL

BERTHS EARLIER WITH CHARTERER'S CONSENT;

- 2. THE FIRST SIX (6) HOURS AFTER NOR AT ALL OTHER LOAD AND DISCHARGE PORTS, UNLESS THE VESSEL BERTHS EARLIER:
- 3. ALL TIME PROCEEDING FROM ANY FIRST ANCHORAGE TO THE FIRST BERTH AT EACH PORT UNTIL THE VESSEL IS

SECURELY MOORED AT THE DESIGNATED LOADING / DISCHARGE BERTH IN ALL RESPECTS READY TO LOAD OR DISCHARGE

CHARTERER'S CARGO, IN FREE PRATIQUE, CUSTOMS AND IMMIGRATION CLEARED:

4. ALL TIME SPENT DISCHARGING BALLAST WATER OR SLOPS, UNLESS CONCURRENT WITH CARGO OPERATIONS, BUT ONLY

TO THE EXTENT IT DOESN'T INTERFERE WITH OR OTHERWISE NEGATIVELY AFFECT CARGO OPERATIONS:

5. ALL TIME LOST DUE TO ANY OTHER CAUSE ATTRIBUTABLE TO THE "DIRECT" FAULT OF OWNER. THE VESSEL.

HER MASTER OR CREW, OR AGENTS OR SUBCONTRACTORS OF OWNER.

26. WEATHER:

DELETE WORD 'LIGHTERING'

- 27. SLOP:
- 28. ADDRESS COMMISSION:
- 29. WAR RISK: (WHERE APPLICABLE)

LINE 4: DELETE "ON THE DATE OF THIS CHARTER" INSERT " 19 FEBRUARY 2019 "

- 30. EARLY LOADING:
- 31. HALF TIME
- 32. BREACH
- 33. ISM CLAUSE:
- 34. YEAR 2000 WARRANTY DELETE IN IT'S ENTIRETY

END OF RECAP

THANK YOU FOR YOUR SUPPORT AND COOPERATION.

KIND REGARDS,

PETER PERRI

POTEN AND PARTNERS, INC.

EXHIBIT 2

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE 35/39 AKTI MIAOULI

DATE: 17th May, 2019

INVOICE №: **7997** VOY. №: **21/19**

Messrs. PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.

% Messrs. POTEN AND PARTNERS, INC

M.T. "APACHE" - CP 22.02.2019	
Cargo dues at Djeno Terminal (09.03.2019-10.03.2019) for Charterers account as per supporting Documents:	
SOCOTRAMP DUES (EUR 130,195.78)*	US.\$ 146,295.40
* 1EUR=1.123657	

CITIBANK NA, LONDON BRANCH
CGC CENTRE, CANARY WHARF E14 5LB-LONDON-UK
SWIFT :CITIGB2L
IBAN: GB83CITI18500817727313
ACCOUNT NUMBER: 17727313
CURRENCY: USD
ACCOUNT NAME: NEREUS SHIPPING SA

USD CORRESPONDENT BANK : CITIBANK NA, NEW YORK

SWIFT/BIC: CITIUS33

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE 35/39 AKTI MIAOULI

DATE: 17th May, 2019

INVOICE Nº: **7997** VOY. Nº: **21/19**

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ACCOUNT NUMBER: 17727313
CURRENCY: USD
ACCOUNT NAME: NEREUS SHIPPING SA

USD CORRESPONDENT BANK: CITIBANK NA, NEW YORK

SWIFT/BIC: CITIUS33

Voucher no: 012

MINISTÈRE DES TRANSPORTS, DE L'AVIATION CIVILE ET DE LA MARINE MARCHANDE

REPUBLIQUE DU CONGO

Unite "Travali Progres

Conseil Congolais des chargeurs **Direction Générale**

BP: 741 - Tél.: 294.03.43 - Fax: 294.03.46 Pointe-Noire/3

Pointe-Noire, le 15/03/2019

FACTURE Nº: 0022720190315TEH

EXPORT

Bolloré Transport & Logistics 2.7 MAR. 2019 E crétariet Shipping N° Voylage

CORSEL COMMON AS DES CHARGEURS

NAVIRE:

APACHE

PAVILLON:

GREEK

ARMATEUR:

BAYVIEW SHIPPING CO. S.A PANAMA

CONSIGNATAIRE: BOLLORE TRANSPORT & LOGISTICS CONGO

DATE DE DEPART: 2019-03-10

Nature de m/ses	Condi,	Qté	Commi. parti. 60%	% rėd	Qté taxée	Дацк соп.	Montant (XAF)
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		MONTANI	TOTAL				26 547 58 8

MONTANT €

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CCC BLOGE FEET C

Arrêté la présente facture à la somme de FCFA: Vingt-six millions sinq cent quarante-sept mille cinq cent -Liut-tgniv-arisup Company For



Le Directeur Général p.i.



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Conditions de galements : les factages relatives à la commission de participation sont e favant les modalités de perception de la commission de participation et de la rederance.

17664 6719 du 25 octobre 2007 Total:

CONSEIL CONGOLAIS DES CHARGEURS

PIC : AU CAPITAL DE 300.000.000 Millions FCFA

NIU: M2006110000069140 RCPM: 2004 3023 du 14/01/2014

Mégime d'imposition réel / Résidence fiscale UGE PNR

POINTE - MOIRE levard Charles de GAULLE **Face Grande Poste** Centre ville

Voucher no: 013



Stáge Social 5, Avenue Dr Denis LOEMBA Centre Ville "A" Immedia Les Manguiere BP 4922 POINTE MOIRE République du Congo Tél :(242) 625 01 62 (242) 618 01 50 E-mail: ectrapar@socotram.com



BOLLORE AFRICA LOGISTICS

B.P. 616 POINTE NOIRE REPUBLIQUE DU CONGO

Pointe Noire le: 11/03/19

TX

MU : M 2006 11 00 08 646 122

FACTURE N°: FC1900381

EO/CHMT Nº412

ARMEMENT: BAYVEIW SHIPPING CO SA

1,829

NAVIRE MT APACHE VOY 21A DU 11/03/2019

Désignation

Cia U 122 641,143

SOCOTRAN Redevence

Montant HT CFA

Montant HT EURO

REDEVANCE 40% SOCOTRAM BRUT

TM

40%

58 855 239

89 724,26

Virement à effectuer en faveur de SOCOTRAM auprès de la BANQUE DELUBAC & CIE , 10 rue Roquépine, 75008 Paris, France, Code BANQUE 12878 , GUICHET 00001 NUMERO DE COMPTE 22112037834, CIÉ 24, Code IBAN FR76 1287 9000 0122 1120 3783 424 , BIC DELUFR22XXX.Banque Intermediaire. NATIXIS SA. BIC/SWIFT Code: NATXFRPP

> Ladoré Transport & Logistics 240 13 AYME ANTHONY IGNOUMBA Pathon 1 1991

> > **Total TTC** 58 855 239

Total en CPA: Total en EURO:

89 724,233

FC

Conditions de règlement :

le 21/03/19

58 855 23

Arrêté la présente facture à la somme de : Cinquante huit millions huit cent cinquante cinq mille deux cent trente neuf

EXHIBIT 3

Case 1:19-cv-06737-AT Document 1 Filed 07/19/19 Page 30 of 113

From: Triton Shipping [Triton@Tritonshipping.com]

Sent: 10 March 2005 18:37 To: Chartering Mailbox

Cc: GREECE

Subject: FW: Sun/Neuses Clauses

TO: CHART LONDON FROM: CHART NY 3/10/05

CC: PP/SHIP ACCS

RE: SUN/ NEREUS/CLAUSES.

PER YOUR REQUEST HERE ARE CURRENT SUN CLAUSES WE USE IN E-MAIL FORM.

-----SPECIAL PROVISIONS-----

THE FOLLOWING SPECIAL PROVISIONS ARE HEREBY INCORPORATED IN THIS CP.

- 1. ASBATANKVOY PART 1(L)-DELETE AS PER AMENDED SUN CLAUSE 7.
- 2. OWNER WARRANTS VESSEL HAS A CLOSED LOADING SYSTEM IN GOOD WORKING ORDER.
- 3. VESSEL TO ARRIVE LOADPORT WITH CLEAN BALLAST.
- 4. ANY TIME AND OR EXPENSE IN OBTAINING A VALID TVE CERTIFICATE CERTIFICATE TO BE FOR OWNER, S ACCOUNT.
- 5. OWNER/MASTER WARRANTS THAT THE H2S CONTENT AND MERCAPTAN LEVEL IN EACH CARGO TANK PRIOR TO ARRIVAL AT LOADPORT WILL NOT EXCEED TERMINAL REGULATIONS.
- 6. ANY TAXES AND OR DUES AND OR LEVIES ON CARGO AND/OR FREIGHT AND/OR VESSEL AT LOAD OR DISCHARGE PORT NOT COVERED UNDER WORLDSCALE TO BE FOR CHARTERER, S ACCOUNT.
- 7. DELAY AT DISCHARGE PORT CLAUSE IF VESSEL IS DELAYED AT DISPORT AS A RESULT OF HOSTILITIES, THEN ALL TIME TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF VESSEL IS ON DEMURRAGE.
- 8. GABONESE SHIPPING COUNCIL TAX TO BE FOR CHARTERERS ACCOUNT.
- 9. SUN WEST AFRICA BALLAST CLS: OWNER WARRANTS VESSEL WILL AT LOAD PORT WITH SUFFICIENT CLEAN BALLAST ON BOARD (APPROXIMATELY 30 PCT OF SDWT) FOR PROPER MANEUVERABILITY. OWNER FURTHER WARRANTSVESSEL IS ABLE TO DEBALLAST AND LOAD CARGO SIMULTANEOUSLY WITH TWO VALVE SEGREGATION WHILE MAINTAINING 30 PCT OF SUMMER DEADWEIGHT AND WITH THE VESSEL'S PROPELLER AND RUDDER PROPERLY IMMERSED AT ALL TIMES. ALL DELAYS,

LOSSES

AND EXPENSES INCURRED DUE TO VESSEL'S NON COMPLIANCE WILL BE FOR OWNERS

ACCOUNT.

SUN

VOYAGE CHARTERS TANKERS CHARTER PARTY FORM ASBATANKVOY CLAUSES REVISED 3/18/97

1. ${\tt HOURS/TERMS/CONDITIONS:}$ All "WORLDSCALE" hours, terms and conditions

as amended are applicable to this Charter Party. The word "safe" as used in Part I and II shall require only that the Charterer use due diligence to order the Vessel only to places which the Master considers safe for the Vessel. The U.S. Carriage of Goods by Sea Act, 46 USCA 1300 et seq., shall apply to this contract. Laytime per

- 2. GENERAL AVERAGE/ARBITRATION: In New York. The parties agree that any disputes relating to claims of \$50,000 or less in the aggregate that are submitted to arbitration in accordance with this charter shall be governed by the Short Form arbitration procedure adopted by the Society of Maritime Arbitrators.
- 3. YORK/ANTWERP RULES, 1974, AMENDED 1994 , shall be deemed to be a part of this Charter Party.
- 4. CARGO RETENTION CLAUSE: (Deleted and replaced with Amoco Cargo Retention Cl)

AMOCO CARGO RETENTION CLAUSE:

IN THE EVENT THAT ANY CARGO REMAINS ON BOARD UPON COMPLETION OF DISCHARGE, CHARTERER SHALL HAVE THE RIGHT TO DEDUCT FROM FREIGHT AN AMOUNT EQUAL TO THE FOB PORT LOADING VALUE OF SUCH CARGO PLUS FREIGHT DUE WITH RESPECT THERETO, PROVIDED THAT THE VOLUME OF CARGO REMAINING ON BOARD IS FREE FLOWINGLIQUID AND PUMPABLE AS DETERMINED BY AN INDEPENDENT PETROLEUM INSPECTOR. ANY ACTION OR LACK OF ACTION IN CONNECTION WITH THIS PROVISION SHALL BE WITHOUT PREJUDICE TO ANY RIGHTS

OR OBLIGATIONS OF THE PARTIES.

5. COMPLIANCE WITH REQUIREMENTS: (NEW WORDING)

Owner warrants that it is a member of the International Tanker Owner Pollution Federation, Limited, (ITOPF) and will comply with all applicable U.S. federal, state, local, and all foreign laws, international treaties and conventions, treaties, protocols, or other agreements related to the navigation, management, handling, or operation of the vessel, and applicable terminal rules and regulations including, but not limited to, customs regulations; the Oil Pollution Act of 1990; all applicable local port rules and regulations; and will have and carry aboard the Vessel a U.S. Federal Maritime Commission Certificate of Financial Responsibility (Oil Pollution), and a certificate of insurance as described in the Civil Liability Convention for Oil Pollution Damage. In no case shall Charterer be liable for used laytime, demurrage, or other delay as a result of Owner's failure to comply with the aforementioned obligations, and any direct losses, expenses or damages arising as a result of such failure to comply with this clause will be for Owner's Account.

- 6. INSURANCE CLAUSE: Owner warrants that it has in place coverage for oil pollution of U.S. \$1 billion with its P & I Club or other security device acceptable to Charterer and that this coverage will remain in effect throughout the period of this charter. Any extra insurance on freight and/or cargo, due to Vessel's age, classification, and/or flag, is for Owner's account and Charterer shall have the right to deduct such extra insurance costs from freight due Owner.
- 7. POLLUTION PREVENTION AND RESPONSIBILITY:

Owner warrants that they are a member of itopf and will remain so during the term of this charter.

8. DISPUTE RESOLUTION: any and all differences and disputes that cannot

be resolved between the parties shall be subject to litigation in the

u.s. district for the eastern district of pennsylvania or in arbitration in the city of new york, at the option of the initiator of the proceeding.

the parties submit to the jurisdiction selected above.

in the event arbitration is the selected mode, to the extent not in conflict with this article, part ii, article 26 of the asbatankvoy charter shall apply.

If during the arbitration, but prior to the award, a party-appointed

arbitrator should be unable to continue for any reason, the nominating party shall promptly select an alternate. If the chairperson or a sole arbitrator is unable to continue for any reason, the parties or their nominees will pick an alternate within fourteen (14) days after notice and failing agreement, the selection

shall be made by the chief judge of any court of competent jurisdiction.

9. ETA CLAUSE: Where applicable, the Vessel shall give Charterer an estimated time of arrival (ETA) immediately upon sailing from the prior discharge port and/or Charterer's load port. The Vessel shall

give the Charterer, and the load and discharge terminals ETA 120/72/48/24 hours, where applicable, in advance of arrival.

the Owner not comply with the above, any delay, cost or expense at either load or discharge port as a result shall be for Owner's account. The vessel shall not give notice of arrival (NOR) before the first day of the laydays, unless Charterer gives its prior written approval.

10. CLEAN BALLAST: Owner warrants that the Vessel will arrive at the

designated load port(s) with clean ballast, failing which, any losses, costs and expenses which Charterer sustains shall be for Owner's account.

- 11. BUNKER CLAUSE: Owner warrants that the Vessel will sail from the load port(s) with sufficient bunkers to perform the entire intended voyage, and failing that, any losses, costs or expenses Charterer sustains shall be for Owner's account.
- 12. DIVERSION: Notwithstanding anything else to the contrary in this Charter Party and notwithstanding that loading and/or discharging ports may have been nominated and Bills of Lading issued, Charterer shall have the continuing right to change its nomination of loading and/or discharging ports in accordance with Part I C & D of the Charter. Any extra time and expense incurred by Owner in complying with Charterer's orders shall be for Charterer's account and calculated in accordance with Part II, Clause 4(c) of this Charter. Freight is based on the voyage actually performed. Charterer shall have the right to make as many changes as it deems necessary.
- 13. CARGO SHIFTING CLAUSE: At no time during the voyage shall cargo be transferred between Vessel's compartments without the express written

consent of Charterers. Such consent shall be requested by means of written radio telex communications, specifying loaded and revised ullages and cargo quantities for the tanks concerned and the reasons

necessitating a cargo transfer. Consent of Charterers shall not be unreasonably withheld and shall be provided expeditiously by radio or

telex communication. In the event Owner can prove that transfer of cargo is necessitated by unavoidable risks to the Vessel's structural

integrity or the safety of life or for safe navigation, the prior consent of Charterers shall not be required. However, the Master shall inform Charterers of any such circumstances with full details as soon as possible thereafter by radio or telex communication.

14. SUN SPEED CLAUSE: The Vessel shall proceed from loading port at an average speed of about 15 knots WSNPknots ("C/P Speed") weather and safe navigation permitting.

15. HEATING:

As charterer's option,

The Owner warrants that the Vessel is capable of heating cargo to a maximum temperature of 115 degrees Fahrenheit in each tank will maintain the

cargo temperature in accord with Charterer's instructions on the passage to discharging port(s) and throughout discharge. If the cargo is received on

board the Vessel at a temperature below 115 Degrees Fahrenheit, Charterer has the option to require the Vessel to raise the temperature to a maximum 115

degrees Fahrenheit and maintain that temperature through discharge. If the Vessel fails to maintain the required temperature, and/or
raise
the temperature as
elected by Charterer, and resulting time lost shall not count as laytime, used laytime, or time on demurrage and any losses, costs or expenses incurred by Owner or by Charterer shall be for Owner's
account.
If Vessel is requested to only heat part of the cargo loaded, any cost
associated with such request will be prorated for percentage of cargo
heated. ANY COSTS FOR RASING CARGO TEMPERTURE TO BE PAID BY CHARTS UPON RECEIPT OF MASTER'S INVOICE AND SUPPORTS.
IF HEATING OPTION IS ELECTED BY CHARTERER, S, COSTS FOR MAINTAINING HEATING, CARGO TEMPERATURE TO BE FOR CHTRS ACCOUNT UP TO A MAX OF 2.5 WS POINTS OR PRO-RATA FOR PERCENTAGE OF CARGO HEATED AND PAID UPON RECEIPT OF MASTER, S DOCUMENTED INVOICE FOR BUNKERS USED'.
16. BILL OF DESTINATION/ BILL OF LADING INDEMNITY CLAUSE: Charterers shall have the right to order vessel to any port(s) within
the trading range of this Charter party. Charterers hereby indemnify
Owners against claims brought by holders of original bills of lading against claims brought by holders of original bills of lading against
Owners by reason of Charterers change of destination in accord with the format below.
In addition, should the bill of lading not arrive at the disport prior to discharge, Owners agree, at Charterers request, to release the
entire cargo without presentation of the original bills of lading at the
facility or facilities designated by Charterer and Charterer agrees to
invoke the "Letter of Indemnity" which incorporates the form set out below.
To Owners, Master and Agent of M/T Bulk Cargo Described as Was Shipped on the Above Vessel by and consigned to Delivery per Charterer's instructions, and/ or delivery
withour prior presentation of the bill(s) of lading.
In consideration of Owner delivering the cargo in accordance with Charterer's voyage instructions without presentation of the bill(s) of lading, we hereby agree as follows:

A. To indemnify Owner and hold Owner harmless in respect of any liability, loss or claim of whatsoever nature which Owner may sustain by reason of delivering the cargo in accordance with Charterers request.

- B. Provided prompt notice is delivered to Charterer of any such claim, loss or liability with full particulars and supporting papers (with any requested assignment of claim) to pay Owner on
- demand the amount of any loss or damage which the Master and/or agents whatsoever may incur as a result of delivering the cargo as aforesaid.
- C. In the event of any proceeding being commenced against Owner or any of its servants or agents in connection with the delivery of the cargo as aforesaid to undertake on Owners behalf to defend the same.
- D. If the vessel or any other vessel or property belonging to Owner should be arrested or detained as a result directly related to this delivery in accord with our request or if as a result the arrest or detention thereof should be threatened, to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property and to indemnify Owner in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.
- E. This letter of indemnity shall automatically become null and void, and our liability hereunder shall cease, upon presentation of one original bill of lading, or after 13 months after completion of discharge, whichever occurs first.
- F. This indemnity shall be construed in accordance with New York law (other than choice of law rules) and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the United States District Court for the Southern District of New York.
 - G. Any and all amounts payable under this undertaking to be in United States dollars.
 - For the purpose of calculating laytime or time on demurrage, Charterer shall be allowed an additional three (3) hours free time after hoses are off to put documents on board.
- 17. AGENCY CLAUSE: It is understood and agreed Charterer reserves the right to appoint Agents whose fees are competitive who will act as the Agent for, and be solely responsible to, the Vessel entering and clearing the load/discharge port(s).
- 18. BOARDING CLAUSE: Owner agrees to allow Charterer's representatives,
- at their risk and expense, to board the Vessel at load, discharge or other port of call to observe operations.
- 19. SURVEY AND SAMPLE CLAUSE: Owner agrees to allow an independent surveyor appointed by Charterer and/or Charterer's representatives to
 - survey and take samples of cargo and bunker tanks, cofferdams, ballast and slop tanks or any other void space on the Vessel prior

to, during, and after the time of the Vessel's loading and discharge

with extra time, if any, to count as used laytime or time on demurrage if the Vessel is on demurrage, unless caused by the fault or neglect of the Owner, Vessel, her Master, crew or the representatives of any of them. The independent inspector's work papers setting forth his determination of quality and quantity of cargo, and signed by a Vessel officer, shall be final and binding upon the parties.

20. LIGHTERAGE CLAUSE: (Revised 7/24/98)

If lightering is requested by Charterer at the customary lightering anchorage for a designated port, time used in lightering shall count as laytime, or time on demurrage, if Vessel is on demurrage. Time shall commence six (6) hours after anchoring or whenever the first lightering barge is "all fast," whichever occurs first; however, delays attributable to weather conditions shall count as full time (or be compensated for at the full demurrage rate if allowed laytime has expired). Any additional charges incurred by the Vessel associated with lightering, including but not limited to, pilotage, launch services and pollution control

costs/services/fees, are for Owner's account.

Time consumed by the Vessel in moving from loading or discharge port anchorage, whether or not lightering has taken place at the anchorage, to the Vessel's loading or discharge berth will not count as used laytime or time on demurrage. Any delay after completion of lightering that prevents the Vessel from proceeding to the berth due to tidal conditions shall not count as used laytime or time on demurrage.

For freight calculation purposes, the place of lightering shall not be considered a discharge port or discharge berth whether or not designated as such by Worldscale or other organizations having jurisdiction, provided the designated lightering area is a customary lightering anchorage for that discharge port.

After arrival at the lightering area, and upon completion of the arrival cargo survey, Charterer requests that the Vessel review the calculation to determine the quantity of cargo to be lightered to reach the required draft

for transit to the berth. If this amount differs from the original

lightering requirement, this must be communicated to the Agent and the Barge Coordinator in order to provide sufficient barge space to accommodate the Vessel's requirement.

If the Vessel fails to meet the required draft upon arrival at the discharge berth, Charterer will file a claim against the Owner for the cost of the excessive lightering. The "draft" will be calculated as an average of the forward draft, plus the after draft, plus midships draft.

22. CRUDE OIL WASHING CLAUSE: (Revised 7/24/98)

Owner warrants that the Vessel is equipped with a Crude Oil Washing

System and that the Officers and Crew are properly qualified by way $\ensuremath{\mathsf{way}}$

of certification from a competent authority, to safely operate the System and to perform the crude oil washing of cargo tanks in accordance with the latest recommendations issued by the International Maritime Organization. Crude Oil Washing to be performed concurrently with the discharge and in accordance with Charterer's requirements and/or as set out in Vessel's Crude Oil Washing Manual. In addition to the time specified in Clause 21,

any
time consumed in the performance of Crude Oil Washing to meet the
above requirement shall constitute used laytime, or time on
demurrage. Any additional time taken shall not count as laytime,

or if Vessel is on demurrage, as demurrage. Over and above that specified in vessel's COW manual.

23. IGS DEPRESSURIZATION CLAUSE: Owner warrants it can and will depressurize safely on Charterer's request according to Coast Guard and any other government regulations. The reasonable direct costs of

such action shall be for Charterer's account, unless the depressurization was required because of a cargo loss for which Owner

is responsible. All time shall count as used laytime or time on demurrage.

24. CLAIMS CLAUSE: Owner agrees that any demurrage claims it may allege

shall be waived and of no effect unless (1) written notice of such claims (including by telex) is made and received by Charterer at its

Philadelphia, Pennsylvania office within sixty (60)days after discharge, and (2) Charterer also receives, at the same location, within ninety (90) days after discharge, documentation sufficient

support that claim. Documentation sufficient to support a demurrage

claim shall include, but not be limited to, laytime statements, notice of readiness, port logs and the pumping and heating logs for the voyage. Owners and Charterers further agree that with respect

any claim or other unresolved dispute arising out of this Charter, unless arbitration or litigation, as per this charter, is commenced within one year after completion of discharge or the date when discharge would have been completed, such claim or other dispute is waived and all liability with respect thereto is discharged.

25. LAYTIME - DEMURRAGE EXCEPTIONS: (Revised 7/24/98)

to

to

Notwithstanding anything in Part I or II to the contrary, the following time periods shall not be charged against laytime, used laytime or time on demurrage, whether or not lightering has occurred:

- 1. All the time between early arrival NOR at load port and 0600 on the first day of laydays, unless the Vessel berths earlier;
- 2. The first six (6) hours after NOR at all other load and discharge ports, unless the Vessel berths earlier;
- 3. All time proceeding from any first anchorage to the first berth at each port;
- 4. All time spent discharging ballast water or slops, unless

 concurrent with cargo operations., but only to the extent it

 doesn't interfere with or otherwise negatively affect cargo operations.
- 26. WEATHER CLAUSE: When weather or sea conditions, regardless of severity, thereby cause delay to the Vessel in berthing (whether a berth is assigned or not), loading or discharging, one-half of such time shall count as used laytime, or if the Vessel is on demurrage, as one-half time on demurrage.
- 27. SLOP CLAUSE: Freight will be paid only on those quantities of slops discharged and only to the extent such quantities together with the quantity of cargo actually loaded exceed the minimum quantity required by this Charter. In such event, freight shall be payable at the overage rate in accordance with the terms of this charter.
- 28. ADDRESS COMMISSION: 1.25 (one and a quarter) percent address commission due Charterer on freight, dead freight demurrage which Charterer may deduct from the respective payments.
- 29. WAR RISK(WHERE APPLICABLE): Charterer agrees to pay any provable additional cost for the increased hull and machinery war risk premiums over and above those in effect on the date of this Charter.

Any premiums or increases hereto attributable to closure, i.e., blocking

and trapping, crew and office war bonus and lost hire war risk insurance shall always be for Owners account.

30. EARLY LOADING CLAUSE: In the event Charterer agrees to load the

vessel prior to commencement of lay days, all such time will be credited against any time vessel is on demurrage. For purposes of this clause time will begin to count when vessel is all fast at load port.

SUN ISM CLAUSE

Owners guarantee that this vessel complies fully (or will comply by 7/1/98) with the ISM code and is in possession of a valid safety management certificate and will remain so for the entirety of her employment under this charter party, the owners provide charterers with satisfactory evidence of compliance if required to do so and remain fully responsible for any and all consequences arising directly or indirectly from any matters arising in connection with this vessel and the ISM code.

21. PUMPING CLAUSE:

OWNER WARRANTS THAT THE VESSEL SHALL EITHER (i) DISCHARGE THE FULL CARGO AS DETERMINED BY THE BOL VOLUME WITHIN 24 HURS AT THE DOCK (OR PRORATA TIME FOR A PART CARGO), OR (ii) MAINTAIN THE MAXIMUM PUMPING PRESSURE AT THE SHIP'S MANIFOLD AS REQUESDTED BY THE RECEIVING FACILITY, BUT NEVER EXCEEDING 125 PSI, OR (iii) MAINTAIN THE MAXIMUM DESIGNED PRESSURE OF THE SHIP'S EQUIPMENT, BUT NEVER LESS THAN AN AVERAGE PRESSURE OF 100 PSI AT EACH VESSEL'S MANIFOLD, EXCLUDING A REASONABLE TIME FOR STRIPING TANKS. OWNER FURTHER WARRANTS IT WILL USE ITS BEST EFFORTS TO OBTAIN FROM A SUN REPRESENTATIVE WRITTEN CONFIRMATION OF THE PUMPING PRESSURE AND TIMES REPORTED ON OWNER'S TIME SHEETS AND PUMPING LOGS. WHENEVER THE VESSEL FAILS TO COMPLY WITH THE ABOVE REQUIREMENTS, AND SHOULD CHARTERER DEEM IT NECESSARY TO WITHDRAW THE VESSEL FROM THE BERTH EITHER BECAUSE OF THE VESSEL'S FAILURE TO MAINTAIN SUCH PUMPING PRESSURE OR BECAUSE OF ANY OTHER CAUSE WITHIN OWNER'S CONTROL, NO SUCH TIME SHALL BE COUNTED AS USED LAYTIME OR TIME ON DEMURRAGE, IF VESSEL IS ON DEMURRAGE, AND ALL LOSSES, COSTS AND EXPENSES INCURRED AS A RESULT THEREOF WILL BE FOR OWNER'S ACCOUNT. NO TIME CONSUMED IN EXCESS OF THE WARRANTED DISCHARGE TIME SHALL BE COUNTED AS USED LAYTIME OR TIME ON DEMURRAGE, UNLESS CAUSED BY THE NEGLIGENCE OF CHARTERER.

32. BREACH: PART II, CLAUSE 23 AMENDED TO REAS AS FOLLOWS:

DAMAGES FOR BREACH OF THIS CHARTER SHALL INCLUDE ALL PROVABLE DAMAGES/FEES, AND ALL COSTS OF SUIT/ARBITRATION, AS WELL AS ATTORNEY FEES OR IN-HOUSE COUNSEL COMPENSATION INCURRED IN ANY ACTION HEREUNDER.

EXHIBIT 4

60 EAST 42ND STREET. SUITE 1638 NEW YORK, NY 10165 (212) 354-0025 FAX: (212) 869-0067



10 SPRUCE STREET
SOUTHPORT, CT 06890
(203) 254: 8474
FAX: (203) 254: 1641

TL@TISDALE-LAW.COM

New York, NY · Southport, CT

WWW.TISDALL-LAW.COM

July 18, 2019

farhad.shakibaei@pes-companies.com

claims@pes-companies.com

Philadelphia Energy Solutions 1735 Market St., 11th Floor Philadelphia, PA 19103

claim@poten.com asarris@poten.com pperri@poten.com ilomba@poten.com Peter Perri Poten & Partners, Inc. 805 Third Ave. New York, NY 10022

Re: M/T APACHE

PES Charter Party dated 22.02.19

Dear Sirs:

We are attorneys for Bayview Shipping Co. S.A. and Nereus Shipping SA, the Owners and Managers, respectively of the M/T APACHE in regard to a dispute arising out of the above-referenced charter party with Philadelphia Energy Solutions as Charterers for unpaid demurrage totaling \$146,295.40 arising under the above-referenced charter party.

In accordance with Sun Clauses, Clause 8 and ASBATANKVOY form Clause 24 of Part 2, Owners hereby demand arbitration of Charterers and appoint George Tsimis, Esq. as its party appointed arbitrator. Mr. Tsimis' details are as follows:

George J. Tsimis GJT Marine Consultants, LLC 212 Ryder Road Manhasset, NY 11030 Tel: 917 306 7721 gtsimis@gjtmarine.com

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Notice is hereby given that you have 20 days to appoint your party nominated arbitrator or, in accordance with Clause 24, a second arbitrator will be appointed on your behalf.

We await your earliest response.

Very truly yours,

homas L. Tisdale

mt

gtsimis@gjtmarine.com

cc: George J. Tsimis

EXHIBIT 5

POTEN AND PARTNERS, INC.

TO : PES ATTN : YIYI SHI

TO: TRITON SHIPPING

ATTN: JOE MILON / ELIZABETH MAXWELL

FROM: PETER PERRI

SUBJECT: RUNNER/PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING, LLC - C/P

21 MARCH 2019

WE ARE PLEASED TO CONFIRM THE FOLLOWING VESSEL WITH ALL SUBJECTS LIFTED AS FOLLOWS:

THE CHARTER PARTY CONSISTS OF THIS RECAP, THE ASBATANKVOY FORM AND THE SUN RIDER CLAUSES REFERRED TO BELOW. IN THE EVENT OF CONFLICT BETWEEN THE PROVISIONS SET OUT HEREIN, THE PRINTED TERMS OF THE CHARTER PARTY FORM AND THE SUN RIDER CLAUSES, THE ORDER OF PREFERENCE SHALL BE (1) THIS RECAP, (2) THE SUN RIDER CLAUSES (AS AMENDED BY THIS RECAP) AND (3) THE ASBATANKVOY FORM (AS AMENDED BY THIS RECAP).

-----TITLE-----

CHARTERER: PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.

OWNER:

GULFVIEW SHIPPING CO. S.A. C/O NEREUS SHIPPING S.A. 35-39 AKTI MIAOULI, PIRAEUS, GR 185-35, GREECE

TEL: 30 210 429 2262/6 FAX: 30 210 429 2466/429

EMAIL: PIRAEUS@NEREUSHIP.GR

COMMERCIAL OPERATOR:

NEREUS SHIPPING S.A. 35-39 AKTI MIAOULI STREET, 185-35, PIRAEUS, GREECE

TEL: 30 210 4292262 / 6 FAX: 30 4292334 / 466 TELEX: 211451 / 212245

EMAIL: PIRAEUS@NEREUSHIP.GR

DISPONENT OWNER:

C/O NEREUS SHIPPING SA 35-39 AKTI MIAOULI STREET, 185-35,

PIRAEUS, GREECE TEL: 30 210 4292262 / 6 FAX: 30 4292334 / 466 TELEX: 211451 / 212245

EMAIL: PIRAEUS@NEREUSHIP.GR

BROKER: POTEN AND PARTNERS, INC.

C /P FORM : ASBATANKVOY C/P DATE : 21 MARCH 2019

-----VESSEL-----

VESSEL: RUNNER FLAG: GREEK

DWT:(METRIC TONS) 158,594 M/T

DRAUGHT: 17.168 M LOA: 274.17 M BEAM: 48 M

BUILT: MARCH 31, 2017

CAPACITY AT 98 %: 166,028 M3 EXCL. SLOPS

SLOP TANK AT 98 %: 3,429 M3

SBT: YES CBT: N/A COW: YES COATED: NO IGS: YES TPC: 107.70 MT BCM: 137.57 M

BCM: 137.57 M KTM: 51.40 M COILED: YES CLASS: ABS

P AND I CLUB: LONDON STEAMSHIP

GRT: 81,413.00 MT

HULL TYPE: DOUBLE HULL

TVE EXPIRATION DATE: JUNE 18, 2019

H + M - USD 95,000,000

LAST SIRE INSPECTION: ENOC / CASTELLON, SPAIN ON 10TH FEBRAURY 2019

LAST 5 CARGOES/CHARTERERS

ESCRAVOS CRUDE / VITOL
ANTAN BLEND CRUDE OIL / BP
SAHARA CRUDE OIL / PETROGAL
CLOV CRUDE OIL / PETROGAL
EAGLE FORD & BRAKEN CRUDE OILS / P-66

INTAKES OF NKOSSA CRUDE:

55 FT SWAD - ABT 1,049,000 BBLS OR 137,500 MT AT 16.0 M SWEK OR 52 FT 06 INCH

40 FT FWAD – ABT 725,000 BBLS OR 95,000 MT 39 FT FWAD – ABT 699,000 BBLS OR 91,600 MT 38 FT FWAD – ABT 675,000 BBLS OR 88,500 MT

VESSEL IS FITTED WITH A HIGH LEVEL ALARM SYSTEM

CARGO QUANTITY: PART CARGO MINIMUM 130,000 MT ALWAYS CONSISTENT WITH 55' SWAD AT DISPORT.

NO DEADFREIGHT FOR CHARTERER'S ACCOUNT PROVIDED MINIMUM QUANTITY SUPPLIED.

CHARTERER'S OPTION TO FULL CARGO.

FREIGHT ALWAYS TO BE MADE ON B/L QTY BUT MINIMUN 130,000 M/T

GRADE(S): CRUDE OIL(S)

SEGREGATION: MAX 2 GRADES WVNS.

HEAT: NO HEAT - AS AN OPTION

CHARTS OPTION TO INSTRUCT VESSEL TO MAINTAIN LOADED TEMP OR TO HEAT UP TO MAX

125 DEG F

AND PAYING ACTUAL COST OF BUNKERS CONSUMED AND TO BE PAID UPON RECEIPT OF

MASTERS DOCUMENTED

INVOICE"

LAYDAYS: 6-7 APRIL 2019 (0001-1600 HRS)

CURRENT POSITION: CURRENTLY BUNKERED IN BALLAST TO WAF

ETA BASIS: DJENO - 3-4 APRIL - AGW

LOAD: 1/2 SAFE PORT(S) PLACES WAF (NIGERIA - ANGOLA RANGE) EXCLUDING INNER BERTHS

DISCHARGE: 1/2 SAFE PORTS USAC IF NYNNGWB EXCLUDING FLORIDA, MAINE, MARYLAND + NORTH CAROLINA.

AND/OR: 1/2 SAFE PORTS USG PORT(S) EXCLUDING LOOP AND FLORIDA.

AND/OR: 1/2 SAFE PORTS CARIBS EXCLUDING CUBA, ORINOCO, HAITI AND ST. CROIX BUT INCLUDING PUERTO RICO/ BAHAMAS/

ST.LUCIA/ TRINIDAD/ ST. EUSTATIUS/ CAYMAN ISLAND/AND CAICOS ISLAND.

AND/OR: 1/2 SAFE PORTS ECC ALWAYS WIWL

OR: 1/2 SAFE PORTS UKC (G-H RANGE)

OR: 1/2 SAFE PORTS EUROPEAN MED NEOBI GREECE EXCLUDING ALBANIA,

YUGOSLAVIA AND FORMER YUGO

(ALWAYS IN GEOGRAPHICAL ROTATION)

(MAX 3 PORTS TOTAL LOAD / DISCHARGE)

FREIGHT RATE: WS 50 - IF USG DISCHARGE

WS 52.5 - IF USAC/CARIBS DISCHARGE WS 55 - IF ECC/UKC-MED DISCHARGE

2019 WS TO APPLY

OVERAGE IF ANY AT 50% OF FIXING

TOTAL LAYTIME ALLOWED: PER WS

DEMURRAGE RATE: USD 24,000 PDPR

LADEN SPEED: VESSEL TO PERFORM LADEN VOYAGE AT 13 KTS UPTO 14 KTS WSNP IN

CHARTERERS OPTION.

FREIGHT PAYABLE TO: IN U.S. DOLLARS VIA TELEGRAPHIC TRANSFER TO:

AEGEAN BALTIC BANK S.A. 93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE SWIFT: AEBAGRAA

IBAN NO: GR9705601020000010312050027

USD C/A: 0103120-50-027

IN FAVOUR OF: NEREUS SHIPPING S.A.

CORRESPONDING BANK: JP MORGAN CHASE BANK NATIONAL ASSOCIATION - NEW YORK

SWIFT : CHASUS33 ABA NO : 021000021

1.25 PCNT ADDRESS (SEE SUN COMMISSION CLAUSE NO. 28)

1.25 PCNT TO POTEN AND PARTNERS, INC. ON FREIGHT/DEADFREIGHT/DEMURRAGE

==========WAIVER OF SIGNED CHARTER PARTY=======

THE PARTIES AGREE THAT THE SIGNED CHARTER PARTY COUNTERPARTS WILL NOT BE EXCHANGED. INSTEAD, EACH WILL CONFIRM, IN WRITING (INCLUDING BY FAX OR TELEX), THAT THE TERMS SET OUT HEREIN ARE ACCEPTED.

1. THE FOLLOWING REVISIONS TO PARTS I AND II OF THE ASBATANKVOY ARE AGREED BY THE PARTIES:

PART 1 (L) DELETE AS AMENDED CL.7

PART 1 (K): THE PARTIES SELECT NEW YORK.

PART II, CLAUSE 6, LINE 2: DELETE "LETTER, TELEGRAPH, WIRELESS OR TELEPHONE" AND INSERT "IN WRITING (INCLUDING BY FAX OR E-MAIL)"

PART II, CLAUSE 14(A): IN THE LAST SENTENCE, REPLACE THE WORDS "TIME OCCUPIED" WITH THE WORDS

"ADDITIONAL TIME OCCUPIED (AS COMPARED TO THE VPYAGE ORIGINALLY INTENDED)"

PART II, CLAUSE 21: ADD THE FOLLOWING SENTENCE AT THE END OF THE CLAUSE: "CHARTERER SHALL HAVE A LIEN ON THE VESSEL FOR ANY AMOUNTS DUE FROM OWNER TO CHARTERER HEREUNDER."

PART II. CLAUSE 26: THIS CLAUSE IS DELETED IN ITS ENTIRETY.

- 2. DELAY AT DISCHARGE PORT CLAUSE:
 - IF VESSEL IS DELAYED AT DISPORT AS A RESULT OF HOSTILITIES, THEN ALL TIME TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF VESSEL IS ON DEMURRAGE.
- 3. EXXON D+A CLAUSE
- 4. ANY TAXES AND/OR DUES AND OR LEVIES ON CARGO AND/OR FREIGHT AND OR VESSEL AT LOAD OR DISCHARGE PORT NOT COVERED UNDER WORLDSCALE TO BE FOR CHARTERER'S ACCOUNT.
- 5. OWNER WARRANTS VESSEL HAS A CLOSED LOADING SYSTEM.
- GABONESE TAX CLAUSE 'IF GABON, GABONESE SHIPPING COUNCIL TAX TO BE FOR CHARTERERS ACCOUNT.'
- 7. VESSEL TO ARRIVE LOADPORT WITH CLEAN BALLAST
- 8. SUN WEST AFRICA BALLAST CLAUSE.

OWNER WARRANTS VESSEL WILL ARRIVE AT LOAD PORT WITH SUFFICIENT CLEAN BALLAST ON BOARD (APPROXINATELY 30 PCT OF SDWT) FOR PROPER MANEUVERABILITY. OWNER FURTHER WARRANTS VESSEL IS ABLE TO DEBALLAST AND LOAD CARGO SIMULTANEOUSLY WITH TWO VALVE SEGREGATION WHILE MAINTAINING 30 PER CT OF SUMMER DEADWEIGHT AND WITH THE VESSEL'S PROPELLER AND RUDDER PROPERLY IMMERSED AT ALL TIMES. ALL DELAYS, LOSSES AND EXPENSES INCURRED DUE TO VESSEL'S NON COMPLIANCE WILL BE FOR OWNER'S ACCOUNT.

- 9. ANY TIME AND OR EXPENSE IN OBTAINING A VALID TVE CERTIFICATE TO DISCHARGE IN U.S. TO BE FOR OWNER'S ACCOUNT.
- 10. OWNER/MASTER WARRANTS THAT THE H2S CONTENT AND MERCAPTAN LEVEL IN EACH CARGO TANK PRIOR TO ARRIVAL

AT LOADPORT WILL NOT EXCEED TERMINAL REGULATIONS.

11.OWNER'S NIGERIAN CLAUSE:

"ANY DELAYS IN OBTAINING NIGERIAN TASK FORCE PERMISSION TO ENTER OR LEAVE NIGERIAN

WATERS TO COUNT IN FULL AS USED LAYTIME OR DEMURRAGE IF ON DEMURRAGE.
ANY TAXES AND /OR DUES AND/OR LEVIES ON CARGO AND/OR FREIGHT BUT NOT LIMITED
O

NIGERIAN CONSERVANCY DUES, NIGERIAN HARBOUR DUES, OIL TERMINAL DUES, WHARFAGE, NMA

(NATIONAL MARITME AUTHORITY) FEE, AND ANY OTHER ITEMS AS PER WORLDSCALE PREAMBLE 12

AND /OR FIXED AND /OR VARIABLE RATE DIFFERENTIALS AS PER WORLDSCALE TO BE SETTLED BY THEM DIRECTLY.

ANY DELAYS IN NIGERIA DUE TO LOCKOUTS, STRIKES, RESTRAINTS, WORK TO RULE, GOSLOW. CIVIL

UNREST TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF ON DEMURRAGE.

- 12. OWNER WILL COMPLY WITH THE APPLICABLE U.S. CUSTOMS REGULATION 19 CFR 4.7 (B) (2) AND
- OBTAIN AND ACTIVELY CODE 3 CUSTOMERS BORDER AND PATROL INTERNATIONAL CARRIER

BOND PRIOR TO ARRIVAL AT THE UNITED STATES OR UNITED STATES TERRITORY DISPORT.

13. IF LOADING GAMBA, OWNERS CONFIRM VESSEL MUST/WILL ARRIVE AT LOADPORT WITH DEADWEIGHT

NOT TO EXCEED 150,000 MT.

14. NORTH AMERICA ECA CLAUSE: (N/A – ALREADY INCORPORATED INTO THE 2017 WORLD SCALE)

IF VESSEL IS INSTRUCTED TO CALL A PORT WITHIN ECA,
THEN CHARTERERS TO PAY LADEN LEG ONLY AS PER WORLDSCALE AGAINST MASTERS
STATEMENT/SHIPS LOG. IF VESSEL HAS TO PASS THROUGH AN ECA ZONE TO REACH
NOMINATED PORT THEN CHARTERERS TO PAY THAT PORTION WHILE VESSEL IS IN
ECA AREA AGAINST MASTERS STATEMENT/SHIPS LOG

- 15. TRADE AND ECONOMIC SANCTIONS AND ANTI-CORRUPTION COMPLIANCE CLAUSE:
- OWNER REPRESENTS AND WARRANTS THAT NEITHER THE VESSEL. NOR OWNER. OWNER'S 1. SUBSIDIARIES, AFFILIATES OR PARENT COMPANY, OR DISPONENT OWNER, IS A PARTY IDENTIFIED ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS; THE U.S. COMMERCE DEPARTMENT'S DENIED PERSONS LIST OR ENTITY LIST; THE U.S. STATE DEPARTMENT'S DEBARRED LIST, OR ANY OTHER SIMILAR LIST OF PROHIBITED OR DENIED PARTIES MAINTAINED BY THE U.S. GOVERNMENT, OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS (A "BLOCKED PERSON"). OWNER FURTHER WARRANTS THAT NEITHER OWNER NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR PARENT COMPANY, OR DISPONENT OWNER IS ORGANIZED UNDER THE LAWS OF, ACTING AT THE DIRECTION OF, OR OPERATING UNDER THE FLAG OF, ANY COUNTRY SUBJECT TO A COMPREHENSIVE EMBARGO OR SANCTIONS PROGRAM OF THE UNITED STATES OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION. INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
- 2. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH ALL APPLICABLE TRADE AND ECONOMIC SANCTIONS LAWS AND REGULATIONS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
- 3. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH THE BRIBERY AND OTHER ANTI-CORRUPTION LAWS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS. APPLICABLE BRIBERY AND ANTI-CORRUPTION LAWS INCLUDE, BUT ARE NOT LIMITED TO, THE U.S. FOREIGN CORRUPT PRACTICES ACT, THE U.K. BRIBERY ACT AND BRAZIL'S CLEAN COMPANIES ACT.
- 4. OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CHARTERER, ITS SHAREHOLDERS (INCLUDING PES AND ICBC STANDARD BANK PLC), SUBSIDIARIES AND AFFILIATES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THEM (COLLECTIVELY, THE "CHARTERER INDEMNIFIED PARTIES"), FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, COST, DAMAGE, EXPENSE, FINE, JUDGMENT, LIABILITY OR PENALTY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ATTORNEYS FEES AND COSTS OF COURT OR ARBITRATION) (COLLECTIVELY, "COSTS") ARISING OUT OF OR RESULTING FROM OWNER'S BREACH OF THIS ADDITIONAL SPECIAL PROVISION.
 - 16. INTERNATIONAL SHIP & PORT FACILITY SECURITY CODE / MTSA:

- 1. OWNER SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (TOGETHER, THE "ISPS CODE") RELATING TO THE VESSEL AND "THE COMPANY" (AS DEFINED BY THE ISPS CODE). IF TRADING TO OR FROM THE UNITED STATES OR PASSING THROUGH UNITED STATES WATERS, OWNER SHALL ALSO COMPLY WITH THE REQUIREMENTS OF THE U.S. MARITIME TRANSPORTATION SECURITY ACT 2002 (THE "MTSA") RELATING TO THE VESSEL AND THE "OWNER" (AS DEFINED BY THE MTSA).
- 2. UPON REQUEST, OWNER SHALL PROVIDE CHARTERER WITH A COPY OF THE RELEVANT INTERNATIONAL SHIP SECURITY CERTIFICATE (OR THE INTERIM INTERNATIONAL SHIP SECURITY CERTIFICATE) AND THE FULL-STYLE CONTACT DETAILS OF THE COMPANY SECURITY OFFICER ("CSO").
- 3. EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER PARTY, LOSS, DAMAGES, EXPENSE OR DELAY (EXCLUDING CONSEQUENTIAL LOSS, DAMAGES, EXPENSE OR DELAY) CAUSED BY THE FAILURE OF OWNER OR THE COMPANY/OWNER TO COMPLY WITH THE REQUIREMENTS OF THE ISPS CODE/MTSA OR THIS SECTION 12 SHALL BE FOR OWNER'S ACCOUNT, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD CHARTERER, ITS AGENTS AND THE CARGO OWNER HARMLESS THEREFROM. ANY DELAY CAUSED BY SUCH FAILURE SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE.
- 4. CHARTERER SHALL PROVIDE OWNER AND THE SHIP SECURITY OFFICER ("SSO")/MASTER WITH ITS FULL-STYLE CONTACT DETAILS AND, UPON REQUEST, ANY OTHER INFORMATION OWNER REQUIRES TO COMPLY WITH THE ISPS CODE/MTSA.
- 5. PROVIDED THAT THE DELAY IS NOT CAUSED BY OWNER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THE ISPS CODE/MTSA (IN WHICH CASE ANY DELAY CAUSED BY SUCH FAILURE SHALL BE FOR <u>OWNER'S</u> ACCOUNT AND SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE), ANY DELAY RESULTING FROM MEASURES IMPOSED BY A PORT FACILITY OR BY ANY RELEVANT AUTHORITY UNDER THE ISPS CODE/MTSA THAT ARE BEYOND THE REASONABLE CONTROL OF OWNER AND CHARTERER SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE, WITH DEMURRAGE CALCULATED AT 50% OF THE DEMURRAGE RATE.
- 6. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED IN THIS CHARTER, ANY ADDITIONAL COSTS OR EXPENSES WHATSOEVER SOLELY ARISING OUT OF OR RELATED TO SECURITY REGULATIONS OR MEASURES REQUIRED BY THE PORT FACILITY OR ANY RELEVANT AUTHORITY AT THE LOADING OR DISCHARGE PORT IN ACCORDANCE WITH THE ISPS CODE/MTSA AND TO WHICH OWNER AND THE VESSEL WOULD NOT BE SUBJECT BUT FOR THE TRADING OF THE VESSEL TO SUCH LOADING OR DISCHARGE PORT, INCLUDING, BUT NOT LIMITED TO, SECURITY GUARDS, LAUNCH SERVICES, VESSEL ESCORTS, SECURITY FEES OR TAXES AND INSPECTIONS, SHALL BE FOR CHARTERER'S ACCOUNT, UNLESS SUCH COSTS OR EXPENSES RESULT SOLELY FROM A FAILURE BY OWNER TO COMPLY WITH THIS CHARTER PARTY, AN ACT OR OMISSION OF THE MASTER OR CREW, THE PREVIOUS TRADING OF THE VESSEL, THE NATIONALITY OF THE CREW OR THE IDENTITY OF OWNER'S MANAGERS. ALL MEASURES REQUIRED BY OWNER TO COMPLY WITH THE SHIP SECURITY PLAN SHALL BE FOR OWNER'S ACCOUNT.
- 7. IF EITHER PARTY MAKES ANY PAYMENT THAT IS FOR THE OTHER PARTY'S ACCOUNT ACCORDING TO SPECIAL PROVISION 16, THE OTHER PARTY SHALL INDEMNIFY THE PAYING PARTY.
- 8. WHEN THE VESSEL CALLS IN THE UNITED STATES, INCLUDING ANY U.S. TERRITORY, THE FOLLOWING PROVISIONS SHALL APPLY WITH RESPECT TO ANY APPLICABLE SECURITY REGULATIONS OR MEASURES:
- (a) REPORTING THE VESSEL OR ITS AGENTS SHALL REPORT AND SEND ALL NOTICES AS REQUIRED TO OBTAIN ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES. ANY DELAY CAUSED BY THE FAILURE TO SO REPORT SHALL BE FOR OWNER'S ACCOUNT, UNLESS SUCH FAILURE TO REPORT IS CAUSED BY OR ATTRIBUTABLE TO

CHARTERER OR ITS REPRESENTATIVES OR AGENTS INCLUDING, BUT NOT LIMITED TO, THE SHIPPER AND/OR RECEIVER OF THE CARGO.

- (b) CLEARANCES UNLESS CAUSED BY OWNER'S ACT OR FAILURE TO ACT IN COMPLIANCE WITH THIS CHARTER PARTY, ANY DELAY SUFFERED OR TIME LOST IN OBTAINING THE ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE; PROVIDED THAT THE DEMURRAGE RATE TO BE APPLIED IN ANY CASE WHERE DELAY IS NOT CAUSED BY CHARTERER'S NEGLIGENCE SHALL BE CALCULATED AT 50% OF THE DEMURRAGE RATE.
- (c) **EXPENSES** ANY EXPENSES OR ADDITIONAL FEES RELATING TO THE CARGO, EVEN IF LEVIED AGAINST THE VESSEL, THAT ARISE OUT OF THE SECURITY MEASURES IMPOSED AT THE LOADING PORT AND/OR THE DISCHARGE PORT AND/OR ANY OTHER PORT TO WHICH CHARTERER ORDERS THE VESSEL, SHALL BE FOR CHARTERER'S ACCOUNT.
 - 17. BASIC VESSEL REQUIREMENTS: (APRIL 2015)

THE VESSEL SHALL BE SUITABLE IN EVERY WAY FOR LOADING AND DISCHARGING THE CARGO AT THE DECLARED LOADING

AND DISCHARGE PORTS AND TERMINALS, AND SHALL COMPLY IN FULL WITH ALL APPLICABLE PROCEDURES, RULES AND

REGULATIONS OF SUCH LOADING AND DISCHARGING PORTS AND TERMINALS. OWNER WARRANTS THAT THE VESSEL IS NOT.

AND IS NOT OWNED, CONTROLLED OR AFFILIATED WITH, A BLOCKED PERSON (AS DEFINED IN SECTION 14.1 HEREOF). ANY

COSTS, EXPENSES, FINES OR PENALTIES INCURRED BY OWNER OR CHARTERER BY REASON OF THE VESSEL NOT BEING OF

THE ABOVE DESCRIPTION AND TIME LOST THEREBY SHALL BE FOR OWNER'S ACCOUNT.

18. SEIZURE AND ARREST: (APRIL 2015)

IF THE VESSEL IS SEIZED, ARRESTED OR OTHERWISE DETAINED BY A THIRD PARTY NOT ARISING FROM ANY ACT OR OMISSION

OF CHARTERER, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CHARTERER FOR ALL DAMAGES, LOSSES, CLAIMS,

JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM, AND ANY TIME LOST SHALL NOT COUNT AS LAYTIME.

19. FOR FREIGHT CALCULATION PURPOSES, THE PLACE OF LIGHTERING SHALL NOT CONSIDERED A DISCHARGE PORT OR

DISCHARGE BERTH WHETHER OR NOT DESIGNATED AS SUCH BY WORLDSCALE OR OTHER ORGANIZATIONS HAVING

JURISDICTION, PROVIDED THE DESIGNATED LIGHTERING AREA IS A CUSTOMARY LIGHTERING ANCHORAGE FOR THAT DISCHARGE PORT.

THE FOLLOWING SUN CLAUSES DATED JUNE 12, 1998 NO. 1-34 WITH ALTERATIONS AND DELETIONS AS LISTED BELOW

ARE HEREBY INCORPORATED IN THIS CHARTER PARTY.

1. HOURS/TERMS/CONDITIONS: LINE 2: AFTER 'CONDITIONS' ADD 'AS AMENDED' LAYTIME PER WS 2. ARBITRATION OF SMALL CLAIMS: REVISED 4/20/15

THE PARTIES AGREE, THAT ANY DISPUTES RELATING TO CLAIMS OF \$50,000 OR LESS IN THE AGGREGATE THAT ARE SUBMITTED

TO ARBITRATION IN ACCORDANCE WITH THIS CHARTER SHALL BE GOVERNED BY THE SHORT FORM ARBITRATION PROCEDURE ADOPTED BY THE SOCIETY OF MARITIME ARBITRATORS.

3. GENERAL AVERAGE: REVISED 4/20/15

GENERAL AVERAGE SHALL BE ADJUSTED, STATED AND SETTLED ACCORDING TO YORK/ANTWERP RULES, 1974, AS

<u>AMENDED 1994,</u> WHICH RULES SHALL BE DEEMED TO BE A PART OF THIS CHARTER PARTY. AND AS

TO MATTERS NOT PROVIDED FOR BY THOSE RULES, ACCORDING TO THE LAWS AND USAGES AT THE PORT OF NEW YORK.

4. CARGO RETENTION CLAUSE:

DELETE IN IT'S ENTIRETY INSERT' AMOCO CARGO RETENTION CLAUSE AFTER 'FREE FLOWING' INSERT 'LIQUID AND PUMPABLE'.

- 5. . COMPLIANCE WITH REQUIREMENTS:(REVISED APRIL 2015) OWNER WARRANTS THAT IT IS A MEMBER OF THE INTERNATIONAL TANKER OWNER POLLUTION FEDERATION, LIMITED(ITOPF) AND WILL COMPLY WITH ALL APPLICABLE U.S.FEDERAL, STATE, AND LOCAL AND ALL FOREIGN LAWS, INTERNATIONAL TREATIES AND CONVENTIONS, TREATIES, PROTOCOLS OR OTHER AGREEMENTS RELATED TO THE NAVIGATION, MANAGEMENT, HANDLING OR OPERATION OF THE VESSEL AND APPLICABLE TERMINAL RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, CUSTOMS REGULATIONS; THE OIL POLLUTION ACT OF 1990; ALL APPLICABLE PORT RULES AND REGULATIONS; AND WILL HAVE AND CARRY ABOARD THE VESSEL A U.S. FEDERAL MARITIME COMMISSION CERTIFICATE OF FINANCIAL RESPONSIBILITY (OIL POLLUTION) AS ISSUED BY THE UNITED STATES COAST GUARD, AND A CERTIFICATE OF INSURANCE AS DESCRIBED IN THE CIVIL LIABILITY CONVENTION FOR OIL POLLUTION DAMAGE. IN NO CASE SHALL CHARTERER BE LIABLE FOR USED LAYTIME, DEMURRAGE, OR OTHER DELAY AS A RESULT OF OWNER'S FAILURE TO COMPLY WITH THE AFOREMENTIONED OBLIGATIONS, AND ANY LOSSES, DIRECT EXPENSES OR DIRECT DAMAGES ARISING AS A RESULT OF SUCH FAILURE TO COMPLY WITH THIS CLAUSE WILL BE FOR OWNER'S ACCOUNT. THIS DOES NOT RELEASE CHARTERERS FROM THEIR RESPONSIBILITY TO NOMINATE VESSEL TO AND CLEAR THE VESSEL WITH ALL LOAD AND DISCHARGE PORT(S)/TERMINALS(S) PRIOR TO LIFTING SUBJECTS.
 - 6. INSURANCE: (REVISED APRIL 2015) -

OWNER WARRANTS THAT FROM THE TIME THE VESSEL IS OBLIGATED TO PROCEED TO THE LOADING

PORT(S) AND THROUGHOUT THE VESSEL'S SERVICE UNDER THIS CHARTER PARTY, OWNER

SHALL MAINTAIN THE FOLLOWING INSURANCE WITH RESPECT TO THE VESSEL AT OWNER'S EXPENSE:

- 1. HULL AND MACHINERY INSURANCE INCLUDING COLLISION LIABILITY IN AN AMOUNT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, THE UNDERWRITERS OF SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER;
- 2. PROTECTION AND INDEMNITY INSURANCE ON A FULL ENTRY BASIS WITH AN INTERNATIONAL GROUP P&I CLUB, SUCH INSURANCE TO INCLUDE, BUT NOT BE LIMITED TO: COVERAGE IN RESPECT OF LOSS OF OR DAMAGE TO THE CARGO; COVERAGE FOR INJURIES TO OR DEATH OF MASTERS, MATES AND CREW; COLLISION LIABILITIES NOT INSURED UNDER THE H&M POLICY; EXCESS COLLISION LIABILITIES; CARGO LEGAL LIABILITIES; AND POLLUTION

LIABILITIES. THE LIMIT OF SUCH INSURANCE SHALL BE AS ESTABLISHED BY THE RULES OF THE INTERNATIONAL GROUP OF P&I CLUBS EXCEPT FOR POLLUTION LIABILITIES, WHICH SHALL BE LIMITED TO THE MAXIMUM POLLUTION LIMIT OFFERED THROUGH THE P&I CLUBS OF THE INTERNATIONAL GROUP (CURRENTLY US \$1 BILLION). CHARTERER SHALL BE NAMED AS AN ADDITIONAL ASSURED ON ALL P&I CLUB ENTRIES (SUBJECT TO MISDIRECTED ARROW CLAUSE), AND THE P&I CLUB SHALL WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER; AND

3. HULL AND P&I WAR RISK INSURANCE WITH A LIMIT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER.

OWNER SHALL PROVIDE TO CHARTERER, ON REQUEST, EVIDENCE OF SUCH INSURANCE. ANY EXTRA INSURANCE ON FREIGHT AND/OR CARGO, DUE TO VESSEL'S AGE, CLASSIFICATION, AND/OR FLAG, IS FOR OWNER'S ACCOUNT, AND CHARTERER SHALL HAVE THE RIGHT TO "DEDUCT" SUCH EXTRA INSURANCE COSTS FROM FREIGHT DUE OWNER.

- 7. POLLUTION PREVENTION AND RESPONSIBILITY:
 - LINE 11 DELETE FROM THE WORD "ANY" THROUGH LINE 13 TO THE WORD "EXPENSE".
- 8. DISPUTE RESOLUTION:
- 9. ETA:
- 10. CLEAN BALLAST:
- 11. BUNKER:
- 12. DIVERSION:
- 13. CARGO SHIFTING CLAUSE:
- 14. SUN SPEED CLAUSE:

LINE 2 INSERT ' SEE MAIN TERMS ABOVE' LINE 4 TO 13 DELETE IN IT'S ENTIRETY

15. HEATING:

ADD 'AT CHARTERERS OPTION'

DELETE ANY REFERENCE TO '135' INSERT '125'

AT END ADD FOLLOWING 'ANY COST FOR RAISING CARGO TEMPERATURE TO BE PAID BY CHARTERERS UPON RECEIPT OF MASTER'S INVOICE' (SEE MAIN BODY OF C/P).

- 16. CHANGE OF DESTINATION/BILL OF LADING INDEMNITY CLAUSE:
- 17. AGENCY: (REVISED APRIL 2015):

IT IS UNDERSTOOD AND AGREED CHARTERER RESERVES THE RIGHT TO APPOINT AGENTS WHOSE FEES ARE COMPETITIVE WHO

WILL ACT AS THE AGENT FOR, AND BE SOLELY RESPONSIBLE TO, THE VESSEL ENTERING AND CLEARING THE LOAD/DISCHARGE

PORT(S). SUCH AGENTS, ALTHOUGH APPOINTED BY CHARTERER, SHALL BE PAID BY OWNER.

- 18. BOARDING CLAUSE:
- 19. SURVEY AND SAMPLE:
- 20. LIGHTERING:

LINES 8/9 DELETE 'ONE HALF' INSERT 'FULL'.

21. PUMPING:

LINE 3 DELETE (OR PRO RATA TIME FOR A PART CARGO)
LINE 9 AFTER WORD 'MANIFOLD' INSERT 'PROVIDED SHORE FACILITIES PERMIT'
LINE 10 INSERT 'COWING'
DELETE LAST SENTENCE OF CLAUSE

22. CRUDE OIL WASHING:

INSERT AT END 'OVER AND ABOVE THAT SPECIFIED IN VESSEL'S COW MANUAL'.

- 23. IGS DEPRESSURIZATION:
- 24. CLAIMS:

LINE 5 DELETE 'THIRTY (30)' AND INSERT 'SIXTY (60)' LINE 7 DELETE 'SIXTY(60)' AND INSERT 'NINETY (90)'

25. LAYTIME-DEMURRAGE EXCEPTIONS REVISED APRIL 2015):

NOTWITHSTANDING ANYTHING IN PARTS I OR II TO THE CONTRARY, THE FOLLOWING TIME PERIODS SHALL NOT BE

CHARGED AGAINST LAYTIME, USED LAYTIME OR TIME ON DEMURRAGE, WHETHER OR NOT LIGHTERING HAS OCCURRED:

1. ALL THE TIME BETWEEN EARLY ARRIVAL NOR AT LOAD PORT AND 0600 ON THE FIRST DAY OF LAYDAYS, UNLESS THE VESSEL

BERTHS EARLIER WITH CHARTERER'S CONSENT;

- 2. THE FIRST SIX (6) HOURS AFTER NOR AT ALL OTHER LOAD AND DISCHARGE PORTS, UNLESS THE VESSEL BERTHS EARLIER;
- 3. ALL TIME PROCEEDING FROM ANY FIRST ANCHORAGE TO THE FIRST BERTH AT EACH PORT UNTIL THE VESSEL IS

SECURELY MOORED AT THE DESIGNATED LOADING / DISCHARGE BERTH IN ALL RESPECTS READY TO LOAD OR DISCHARGE

CHARTERER'S CARGO, IN FREE PRATIQUE, CUSTOMS AND IMMIGRATION CLEARED;

- 4. ALL TIME SPENT DISCHARGING BALLAST WATER OR SLOPS, UNLESS CONCURRENT WITH CARGO OPERATIONS, BUT ONLY
- TO THE EXTENT IT DOESN'T INTERFERE WITH OR OTHERWISE NEGATIVELY AFFECT CARGO OPERATIONS;
- 5. ALL TIME LOST DUE TO ANY OTHER CAUSE ATTRIBUTABLE TO THE "DIRECT" FAULT OF OWNER, THE VESSEL,

HER MASTER OR CREW, OR AGENTS OR SUBCONTRACTORS OF OWNER.

26. WEATHER:

DELETE WORD 'LIGHTERING'

- 27. SLOP:
- 28. ADDRESS COMMISSION:
- 29. WAR RISK: (WHERE APPLICABLE)
 LINE 4: DELETE "ON THE DATE OF THIS CHARTER" INSERT " 18 MARCH 2019 "
- 30. EARLY LOADING:
- 31. HALF TIME
- 32. BREACH

23	ISM	C	ΔΙ	JSE:
JJ.	1017	1 01	_^\	JUL.

34. YEAR 2000 WARRANTY - DELETE IN IT'S ENTIRETY

END OF RECAP

THANK YOU FOR YOUR SUPPORT AND COOPERATION.

KIND REGARDS,

PETER PERRI

POTEN AND PARTNERS, INC.

EXHIBIT 6

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE 35/39 AKTI MIAOULI

DATE: 14th June, 2019

INVOICE №: **8034** VOY. №: **13/19**

Messrs. PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.

% Messrs. POTEN AND PARTNERS, INC

M.T. "RUNNER" - CP 21.03.2019					
Cargo dues at Djeno Terminal (06.04.19-14.04.19) for Charterers account as per supporting documents:					
CCC tax -0.550 EUR x BL 116,784.799 MT x 60% =EUR 38,538.95 SOCOTRAMP tax-1.829 EUR x BL 116,784.799 MT x 40% =EUR 85,439.73	US.\$ 43,626.09 96,717.77				
R.O.E.:1EUR=1.132 USD	US.\$ 140,343.86				

AEGEAN BALTIC BANK S.A.

93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE
SWIFT: AEBAGRAA
IBAN NO: GR9705601020000010312050027
USD C/A: 0103120-50-027
IN FAVOUR OF: NEREUS SHIPPING S.A.
CORRESPONDING BANK:
DP MORGAN CHASE BANK NATIONAL ASSOCIATION-NEW YORK
SWIFT: CHASUS33

ABA NO.: 021000021

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE 35/39 AKTI MIAOULI

DATE: 14th June, 2019

INVOICE Nº: **8034** VOY. Nº: **13/19**

Messrs. PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.

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US.\$ 140,343.86

R.O.E.:1EUR=1.132 USD

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93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE
SWIFT: AEBAGRAA
IBAN NO: GR9705601020000010312050027
USD C/A: 0103120-50-027
IN FAVOUR OF: NEREUS SHIPPING S.A.
CORRESPONDING BANK:
UP MORGAN CHASE BANK NATIONAL ASSOCIATION

JP MORGAN CHASE BANK NATIONAL ASSOCIATION-NEW YORK SWIFT: CHASUS33

ABA NO.: 021000021



BOLLORE TRANSPORT & LOGISTICS

BP: 618 Pointe Noire REP. DU CONGO

Pointe Noire le : 15/04/19

ARMEMENT: GULF VIEW SHIPPING CO SA NAVIRE

1,829

MT RUNNER VOY 13 DU 14/04/2019

FACTURE N°: FC1900535

Désignation

REDEVANCE 40% SOCOTRAM BRUT

Viromeni è effectuer en faveur de SOCOTRAM euprés de la BANQUE DELUBAC & CIE , 10 rue Roquépine, 75008 Paris, France, Code BANQUE 12879 , GUICHET 00001, NUMERO DE COMPTE 22112037834, CIÈ 24, Code IBAN FR76 1287 9000 0122 1120 3783 424 , BIC DELUFR22XXX Banque intermediaire. NATIXIS SA. BICKSWIFT Code: NATXFRPP

FF01191416

TX % do Moritant HT. 40%

56 044 791

85 439,7



116 784,799 TM

Total en OFA: Total en EURO:

Total TTC 56 D44 79/1 85 439,733

Arrété la présente recture à la somme de : · Cinquante six millions quarrente quatre mille sept cent quatre-vingt onze

F(

Conditions de régiement :

le 25/04/19

56 044 79

MINISTÈRE DES TRANSPORTS, DE L'AVIATION CIVILE ET DE LA MARINE MARCHANDE

REPUBLIQUE DU CONGO Unité ' Troyad ' Progrès

Conseil Congolais des chargeurs Direction Générale

Tél.: 294.03.43 - Fax : 294.03.46 Pointe-Noire Easten : Transport & 1

Pointe-Noire, le 10/05/2019

FACTURE N°: 0043820190510TEH

EXPORT

N° Voyage: 13

NAVIRE:

RUNNER

PAVILLON:

GREEK

ARMATEUR:

GULF VIEW SHIPPING CO. SA

CONSIGNATAIRE: BOLLORE TRANSPORT & LOGISTICS CONGO

DATE DE DEPART: 2019-04-14

Nature de m/ses	Condi,	Qté	Commi. parti. 60%	% réd	Qté taxée	Taux com.	Montant (XAF)
HYDROCARBURE	Vrac	116 784,799	70 070,879	Ó	70 070,879	380,776	25 279 891
							agam wasan ahay ku u sabista
MONTANT TOTAL							25 279 891

MONTANT € ===========>

38 538,947

CCC RNUGE PAR .

Arrêté la présente facture à la somme de FCFA: Vingt-cinq millions deux cent soixante-dix-neuf mille huit cent quatre-vingt-onze./-

Le Directeur Général p.i.



Bollorè Transport & Logistics AYME ANTHONY IGNOUMB! RAF - Shipping

DES YI EMILE CASIMIR PATRICK

COMBINE de parement : les parames relatives à la commission de participation et de la redormace

POINTE - NOIRE

21, Boulevard Charles de GAULLE

Face Grande Poste Centre ville

PIC : AU CAPITAL DE 300.000.000 MIllone FCFA NIU SW2868 440056681 EX PORT2019042613512126

RCGM: 2004 3023 du 14/01/2014

Rágima d'imposition réal / Résidence ficcale lIGE PAIR

MINISTÈRE DES TRANSPORTS, DE L'AVIATION CIVILE ET DE LA MARINE MARCHANDE

REPUBLIQUE DU CONGO

Unité "Travall " Progiés

Conseil Congolais des chargeurs Direction Générale

BP: 741 - Tél.: 294.03.43 - Fax : 294.03.46 Pointe-Noire

Pointe-Noire, le 10/05/2019

FICHE DE TAXATION A L'EXPORT

FACTURE Nº: 0043820190510TEH

Nº Voyage: 13

NAVIRE:

RUNNER

PAVILLON:

GREEK

ARMATEUR:

GULF VIEW SHIPPING CO. SA

CONSIGNATAIRE: BOLLORE TRANSPORT & LOGISTICS CONGO

DATE DE DEPART: 2019-04-14

Nature de m/ses	Condi.	Qté	Commi. parti. 60%	% réd	Nbre BL	Qté taxée	Taux com.	Montant (XAF)
HYDROCARBURE	Vrac	116 784,799	70 070 879	0	1	270,070,079	360,776	
						ganta marka sa kata sa kada sa ka		
MONTANT TOTAL							25 279 891	

Arrêté la présente fiche à la somme de FCFA: Vingt-oinq millions deux cent soixante-dix-neuf mille huit cent quatre-vingt-onze./-

Pour la Taxation,





Conditions de présentes: les tactures relatives à la commission de participation sont exigities dans les dix (10) leurs suivant leurs réception Cr amélé 6719 du 25 octobre 2007 fixant les modelles de perception de la commission de participation et de la redevance.

Source de données : EXPORTXX/90426/35/2126 ISEIL CONGOLAIS DES CHARGEURS AU CAPITAL DE 300.000,000 Millions FCFA

: M2006110000069140

M : 2004 3023 du 14/01/2014

me d'imposition réal / Résidence fiscale lice name

POINTE - NOIRE 21, Boulevard Charles de GAULLE Face Grande Poste

EXHIBIT 7

60 EAST 42ND STREET, SUITE 1638 NEW YORK, NY 10165 (212) 354-0025 FAX: (212) 869-0067



10 SPRUCE STREET
SOUTHPORT, CT 06890
(203) 254-8474
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July 18, 2019

farhad.shakibaei@pes-companies.com

claims@pes-companies.com

Philadelphia Energy Solutions 1735 Market St., 11th Floor Philadelphia, PA 19103

claim@poten.com asarris@poten.com pperri@poten.com jlomba@poten.com Peter Perri Poten & Partners, Inc. 805 Third Ave. New York, NY 10022

Re:

M/T RUNNER

PES Charter Party dated March 21, 2019

Dear Sirs:

We are attorneys for Gulfview Shipping Co. SA and Nereus Shipping SA, the Owners and Managers, respectively of the M/T RUNNER in regard to a dispute arising out of the above-referenced charter party with Philadelphia Energy Solutions as Charterers for unpaid demurrage totaling \$140,343.86 arising under the above-referenced charter party.

In accordance with Sun Clauses, Clause 8 and ASBATANKVOY form Clause 24 of Part 2, Owners hereby demand arbitration of Charterers and appoint George Tsimis, Esq. as its party appointed arbitrator. Mr. Tsimis' details are as follows:

George J. Tsimis
GJT Marine Consultants, LLC
212 Ryder Road
Manhasset, NY 11030
Tel: 917 306 7721
gtsimis@gjtmarine.com

Case 1:19-cv-06737-AT Document 1 Filed 07/19/19 Page 64 of 113

Notice is hereby given that you have 20 days to appoint your party nominated arbitrator or, in accordance with Clause 24, a second arbitrator will be appointed on your behalf.

We await your earliest response.

Very truly yours,

Thomas L. Tisdate

mt

gtsimis@gjtmarine.com

cc: George J. Tsimis

EXHIBIT 8

POTEN AND PARTNERS, INC.

TO : PES ATTN : YIYI SHI

TO: TRITON SHIPPING

ATTN: JOE MILON/ELIZABETH MAXWELL

FROM: PETER PERRI

SUBJECT: SPEEDWAY/PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING, LLC -

C/P 10 APRIL 2019

WE ARE PLEASED TO CONFIRM THE FOLLOWING VESSEL WITH ALL SUBJECTS LIFTED AS FOLLOWS:

THE CHARTER PARTY CONSISTS OF THIS RECAP, THE ASBATANKVOY FORM AND THE SUN RIDER CLAUSES REFERRED TO BELOW. IN THE EVENT OF CONFLICT BETWEEN THE PROVISIONS SET OUT HEREIN, THE PRINTED TERMS OF THE CHARTER PARTY FORM AND THE SUN RIDER CLAUSES, THE ORDER OF PREFERENCE SHALL BE (1) THIS RECAP, (2) THE SUN RIDER CLAUSES (AS AMENDED BY THIS RECAP) AND (3) THE ASBATANKVOY FORM (AS AMENDED BY THIS RECAP).

-----TITLE-----

 ${\it CHARTERER: PHILADELPHIA ENERGY SOLUTIONS \ REFINING + MARKETING, \ LLC.}$

OWNER:

SKYVIEW MARINE CO. S.A. C/O NEREUS SHIPPING S.A. 35-39 AKTI MIAOULI, PIRAEUS, GR 185-35, GREECE

TEL: 30 210 429 2262/6 FAX: 30 210 429 2466/429

EMAIL: PIRAEUS@NEREUSHIP.GR

COMMERCIAL OPERATOR:

NEREUS SHIPPING S.A. 35-39 AKTI MIAOULI STREET, 185-35,

PIRAEUS, GREECE TEL: 30 210 4292262 / 6 FAX: 30 4292334 / 466 TELEX: 211451 / 212245

EMAIL: PIRAEUS@NEREUSHIP.GR

DISPONENT OWNER:

C/O NEREUS SHIPPING SA 35-39 AKTI MIAOULI STREET, 185-35,

PIRAEUS, GREECE TEL: 30 210 4292262 / 6 FAX: 30 4292334 / 466 TELEX: 211451 / 212245

EMAIL: PIRAEUS@NEREUSHIP.GR

BROKER : POTEN AND PARTNERS, INC.

C /P FORM : ASBATANKVOY C/P DATE : 10 APRIL 2019

-----VESSEL-----

VESSEL: SPEEDWAY

FLAG: GREEK

DWT:(METRIC TONS) 158,594 M/T

DRAUGHT: 17.17 M LOA: 274.17 M BEAM: 48 M

BUILT: JANUARY 26, 2017

CAPACITY AT 98 %: 169,459 M3 EXCL. SLOPS

SLOP TANK AT 98 %: 3,431 M3

SBT: YES CBT: N/A COW: YES COATED: NO IGS: YES TPC: 107.70 MT

BCM: 137.57 M

KTM: 51.40 M COLLAPSABLE TO 50 M

COILED: YES CLASS: ABS

P AND I CLUB: LONDON STEAMSHIP

GRT: 81,413.00 MT

HULL TYPE: DOUBLE HULL

TVE/COC EXPIRATION DATE: JULY 18, 2020

H + M - USD 95.000.000

LAST SIRE INSPECTION: MOTOROIL / FINNART, UK / 11TH FEBRUARY 2019

LAST 5 CARGOES/CHARTERERS

FUEL OIL / CLEARLAKE QUA IBOE CRUDE / PETROINEOS FUEL OIL / PMI SAHARA CRUDE / VALERO CASTILA CRUDE / REPSOL

INTAKES OF NKOSSA CRUDE:

55 FT SWAD - ABT 1,045,000 BBLS OR 137,000 MT AT 15.60 M SWEK OR 51 FT 02 INCH

40 FT FWAD - ABT 720,000 BBLS OR 94,500 MT 39 FT FWAD - ABT 696,500 BBLS OR 91,300 MT 38 FT FWAD - ABT 671,000 BBLS OR 88,000 MT

VESSEL IS FITTED WITH A HIGH LEVEL ALARM SYSTEM

CARGO QUANTITY: PART CARGO MINIMUM 130,000 MT ALWAYS CONSISTENT WITH 55' SWAD AT DISPORT.

NO DEADFREIGHT FOR CHARTERER'S ACCOUNT PROVIDED MINIMUM QUANTITY SUPPLIED,

CHARTERER'S OPTION TO FULL CARGO.

FREIGHT ALWAYS TO BE MADE ON B/L QTY BUT MINIMUN 130.000 M/T

GRADE(S): CRUDE OIL(S)

SEGREGATION: MAX 2 GRADES WVNS.

HEAT: NO HEAT - AS AN OPTION

CHARTS OPTION TO INSTRUCT VESSEL TO MAINTAIN LOADED TEMP OR TO HEAT UP TO MAX

125 DEG F

AND PAYING ACTUAL COST OF BUNKERS CONSUMED AND TO BE PAID UPON RECEIPT OF

MASTERS DOCUMENTED

INVOICE"

LAYDAYS: 29 - 30 APRIL 2019 (0001-1600 HRS)

CURRENT POSITION: SAILED SPORE 4 APRIL IN BALLAST TO WAF

ETA BASIS: DJENO - 28 APRIL - AGW

LOAD: 1/2 SAFE PORT(S) PLACES WAF (NIGERIA - ANGOLA RANGE) EXCLUDING INNER BERTHS

DISCHARGE: 1/2 SAFE PORTS USAC IF NYNNGWB EXCLUDING FLORIDA, MAINE, MARYLAND + NORTH CAROLINA.

AND/OR: 1/2 SAFE PORTS USG PORT(S) EXCLUDING LOOP AND FLORIDA.

AND/OR: 1/2 SAFE PORTS CARIBS EXCLUDING CUBA,ORINOCO,HAITI AND ST. CROIX BUT INCLUDING PUERTO RICO/ BAHAMAS/

ST.LUCIA/ TRINIDAD/ ST. EUSTATIUS/ CAYMAN ISLAND/AND CAICOS ISLAND.

AND/OR: 1/2 SAFE PORTS ECC ALWAYS WIWL

OR: 1/2 SAFE PORTS UKC (G-H RANGE)

OR: 1/2 SAFE PORTS EUROPEAN MED NEOBI GREECE EXCLUDING ALBANIA,

YUGOSLAVIA AND FORMER YUGO

(ALWAYS IN GEOGRAPHICAL ROTATION)

(MAX 3 PORTS TOTAL LOAD / DISCHARGE)

FREIGHT RATE: WS 56.25 - IF USG DISCHARGE

WS 58.75 - IF USAC/CARIBS DISCHARGE WS 61.25 - IF ECC/UKC-MED DISCHARGE

2019 WS TO APPLY

OVERAGE IF ANY AT 50% OF FIXING

TOTAL LAYTIME ALLOWED: PER WS

DEMURRAGE RATE: USD 27,000 PDPR

LADEN SPEED: VESSEL TO PERFORM LADEN VOYAGE AT 13 KTS UPTO 14 KTS WSNP IN

CHARTERERS OPTION.

FREIGHT PAYABLE TO: IN U.S. DOLLARS VIA TELEGRAPHIC TRANSFER TO:

AEGEAN BALTIC BANK S.A. 93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE

SWIFT: AEBAGRAA

IBAN NO: GR9705601020000010312050027

USD C/A: 0103120-50-027

IN FAVOUR OF: NEREUS SHIPPING S.A.

CORRESPONDING BANK: JP MORGAN CHASE BANK NATIONAL ASSOCIATION - NEW YORK

SWIFT : CHASUS33 ABA NO : 021000021

1.25 PCNT ADDRESS (SEE SUN COMMISSION CLAUSE NO. 28)
1.25 PCNT TO POTEN AND PARTNERS, INC. ON FREIGHT/DEADFREIGHT/DEMURRAGE

THE PARTIES AGREE THAT THE SIGNED CHARTER PARTY COUNTERPARTS WILL NOT BE EXCHANGED. INSTEAD, EACH WILL CONFIRM, IN WRITING (INCLUDING BY FAX OR TELEX), THAT THE TERMS SET OUT HEREIN ARE ACCEPTED.

1. THE FOLLOWING REVISIONS TO PARTS I AND II OF THE ASBATANKVOY ARE AGREED BY THE PARTIES:

PART 1 (L) DELETE AS AMENDED CL.7

PART 1 (K): THE PARTIES SELECT NEW YORK.

PART II, CLAUSE 6, LINE 2: DELETE "LETTER, TELEGRAPH, WIRELESS OR TELEPHONE" AND INSERT "IN WRITING (INCLUDING BY FAX OR E-MAIL)"

PART II, CLAUSE 14(A): IN THE LAST SENTENCE, REPLACE THE WORDS "TIME OCCUPIED" WITH THE WORDS

"ADDITIONAL TIME OCCUPIED (AS COMPARED TO THE VPYAGE ORIGINALLY INTENDED)"

PART II, CLAUSE 21: ADD THE FOLLOWING SENTENCE AT THE END OF THE CLAUSE: "CHARTERER SHALL HAVE A LIEN ON THE VESSEL FOR ANY AMOUNTS DUE FROM OWNER TO CHARTERER HEREUNDER."

PART II, CLAUSE 26: THIS CLAUSE IS DELETED IN ITS ENTIRETY.

- 2. DELAY AT DISCHARGE PORT CLAUSE:
 IF VESSEL IS DELAYED AT DISPORT AS A RESULT OF HOSTILITIES, THEN
 ALL TIME TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF VESSEL IS
 ON DEMURRAGE.
- 3. EXXON D+A CLAUSE
- 4. ANY TAXES AND/OR DUES AND OR LEVIES ON CARGO AND/OR FREIGHT AND OR VESSEL AT LOAD OR DISCHARGE PORT NOT COVERED UNDER WORLDSCALE TO BE FOR CHARTERER'S ACCOUNT.
- 5. OWNER WARRANTS VESSEL HAS A CLOSED LOADING SYSTEM.
- 6. GABONESE TAX CLAUSE 'IF GABON, GABONESE SHIPPING COUNCIL TAX TO BE FOR CHARTERERS ACCOUNT.'
- 7. VESSEL TO ARRIVE LOADPORT WITH CLEAN BALLAST
- 8. SUN WEST AFRICA BALLAST CLAUSE.

OWNER WARRANTS VESSEL WILL ARRIVE AT LOAD PORT WITH SUFFICIENT CLEAN BALLAST ON BOARD (APPROXINATELY 30 PCT OF SDWT) FOR PROPER MANEUVERABILITY. OWNER FURTHER WARRANTS VESSEL IS ABLE TO DEBALLAST AND LOAD CARGO SIMULTANEOUSLY WITH TWO VALVE SEGREGATION WHILE MAINTAINING 30 PER CT OF SUMMER DEADWEIGHT AND WITH THE VESSEL'S PROPELLER AND RUDDER PROPERLY IMMERSED AT ALL TIMES. ALL DELAYS, LOSSES AND EXPENSES INCURRED DUE TO VESSEL'S NON COMPLIANCE WILL BE FOR OWNER'S ACCOUNT.

- ANY TIME AND OR EXPENSE IN OBTAINING A VALID TVE CERTIFICATE TO DISCHARGE IN U.S. TO BE FOR OWNER'S ACCOUNT.
- 10. OWNER/MASTER WARRANTS THAT THE H2S CONTENT AND MERCAPTAN LEVEL IN EACH CARGO TANK PRIOR TO ARRIVAL

AT LOADPORT WILL NOT EXCEED TERMINAL REGULATIONS.

11.OWNER'S NIGERIAN CLAUSE:

"ANY DELAYS IN OBTAINING NIGERIAN TASK FORCE PERMISSION TO ENTER OR LEAVE NIGERIAN

WATERS TO COUNT IN FULL AS USED LAYTIME OR DEMURRAGE IF ON DEMURRAGE.
ANY TAXES AND /OR DUES AND/OR LEVIES ON CARGO AND/OR FREIGHT BUT NOT LIMITED TO

NIGERIAN CONSERVANCY DUES, NIGERIAN HARBOUR DUES, OIL TERMINAL DUES, WHARFAGE, NMA

(NATIONAL MARITME AUTHORITY) FEE, AND ANY OTHER ITEMS AS PER WORLDSCALE PREAMBLE 12

AND /OR FIXED AND /OR VARIABLE RATE DIFFERENTIALS AS PER WORLDSCALE TO BE SETTLED BY THEM DIRECTLY.

ANY DELAYS IN NIGERIA DUE TO LOCKOUTS, STRIKES, RESTRAINTS, WORK TO RULE, GO-SLOW, CIVIL

UNREST TO COUNT IN FULL AS LAYTIME OR DEMURRAGE IF ON DEMURRAGE.

12. OWNER WILL COMPLY WITH THE APPLICABLE U.S. CUSTOMS REGULATION 19 CFR 4.7 (B) (2) AND

OBTAIN AND ACTIVELY CODE 3 CUSTOMERS BORDER AND PATROL INTERNATIONAL CARRIER

BOND PRIOR TO ARRIVAL AT THE UNITED STATES OR UNITED STATES TERRITORY DISPORT.

13. IF LOADING GAMBA, OWNERS CONFIRM VESSEL MUST/WILL ARRIVE AT LOADPORT WITH DEADWEIGHT

NOT TO EXCEED 150,000 MT.

14. NORTH AMERICA ECA CLAUSE: (N/A – ALREADY INCORPORATED INTO THE 2017 WORLD SCALE)

IF VESSEL IS INSTRUCTED TO CALL A PORT WITHIN ECA,
THEN CHARTERERS TO PAY LADEN LEG ONLY AS PER WORLDSCALE AGAINST MASTERS
STATEMENT/SHIPS LOG. IF VESSEL HAS TO PASS THROUGH AN ECA ZONE TO REACH
NOMINATED PORT THEN CHARTERERS TO PAY THAT PORTION WHILE VESSEL IS IN
ECA AREA AGAINST MASTERS STATEMENT/SHIPS LOG

- 15. TRADE AND ECONOMIC SANCTIONS AND ANTI-CORRUPTION COMPLIANCE CLAUSE:
- 1. OWNER REPRESENTS AND WARRANTS THAT NEITHER THE VESSEL. NOR OWNER. OWNER'S SUBSIDIARIES, AFFILIATES OR PARENT COMPANY. OR DISPONENT OWNER, IS A PARTY IDENTIFIED ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS; THE U.S. COMMERCE DEPARTMENT'S DENIED PERSONS LIST OR ENTITY LIST; THE U.S. STATE DEPARTMENT'S DEBARRED LIST, OR ANY OTHER SIMILAR LIST OF PROHIBITED OR DENIED PARTIES MAINTAINED BY THE U.S. GOVERNMENT, OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS (A "BLOCKED PERSON"). OWNER FURTHER WARRANTS THAT NEITHER OWNER NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR PARENT COMPANY, OR DISPONENT OWNER IS ORGANIZED UNDER THE LAWS OF, ACTING AT THE DIRECTION OF, OR OPERATING UNDER THE FLAG OF, ANY COUNTRY SUBJECT TO A COMPREHENSIVE EMBARGO OR SANCTIONS PROGRAM OF THE UNITED STATES OR ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
- 2. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH ALL APPLICABLE TRADE AND ECONOMIC SANCTIONS LAWS AND REGULATIONS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS.
- 3. OWNER SHALL, AT ALL TIMES WHILE PERFORMING ITS OBLIGATIONS HEREUNDER, COMPLY WITH THE BRIBERY AND OTHER ANTI-CORRUPTION LAWS OF THE UNITED STATES AND ANY OTHER COUNTRY OR SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANIZATION, INCLUDING BUT NOT LIMITED TO, THE EUROPEAN UNION, UNITED KINGDOM AND UNITED NATIONS. APPLICABLE BRIBERY AND ANTI-CORRUPTION LAWS INCLUDE, BUT ARE NOT LIMITED TO, THE U.S. FOREIGN CORRUPT PRACTICES ACT, THE U.K. BRIBERY ACT AND BRAZIL'S CLEAN COMPANIES ACT.
- 4. OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CHARTERER, ITS SHAREHOLDERS (INCLUDING PES AND ICBC STANDARD BANK PLC), SUBSIDIARIES AND AFFILIATES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THEM (COLLECTIVELY, THE "CHARTERER INDEMNIFIED PARTIES"), FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, COST, DAMAGE, EXPENSE, FINE, JUDGMENT, LIABILITY OR PENALTY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ATTORNEYS FEES AND COSTS OF COURT OR ARBITRATION) (COLLECTIVELY, "COSTS") ARISING OUT OF OR RESULTING FROM OWNER'S BREACH OF THIS ADDITIONAL SPECIAL PROVISION.
 - 16. INTERNATIONAL SHIP & PORT FACILITY SECURITY CODE / MTSA:

- 1. OWNER SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (TOGETHER, THE "ISPS CODE") RELATING TO THE VESSEL AND "THE COMPANY" (AS DEFINED BY THE ISPS CODE). IF TRADING TO OR FROM THE UNITED STATES OR PASSING THROUGH UNITED STATES WATERS, OWNER SHALL ALSO COMPLY WITH THE REQUIREMENTS OF THE U.S. MARITIME TRANSPORTATION SECURITY ACT 2002 (THE "MTSA") RELATING TO THE VESSEL AND THE "OWNER" (AS DEFINED BY THE MTSA).
- 2. UPON REQUEST, OWNER SHALL PROVIDE CHARTERER WITH A COPY OF THE RELEVANT INTERNATIONAL SHIP SECURITY CERTIFICATE (OR THE INTERIM INTERNATIONAL SHIP SECURITY CERTIFICATE) AND THE FULL-STYLE CONTACT DETAILS OF THE COMPANY SECURITY OFFICER ("CSO").
- 3. EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER PARTY, LOSS, DAMAGES, EXPENSE OR DELAY (EXCLUDING CONSEQUENTIAL LOSS, DAMAGES, EXPENSE OR DELAY) CAUSED BY THE FAILURE OF OWNER OR THE COMPANY/OWNER TO COMPLY WITH THE REQUIREMENTS OF THE ISPS CODE/MTSA OR THIS SECTION 12 SHALL BE FOR OWNER'S ACCOUNT, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD CHARTERER, ITS AGENTS AND THE CARGO OWNER HARMLESS THEREFROM. ANY DELAY CAUSED BY SUCH FAILURE SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE.
- 4. CHARTERER SHALL PROVIDE OWNER AND THE SHIP SECURITY OFFICER ("SSO")/MASTER WITH ITS FULL-STYLE CONTACT DETAILS AND, UPON REQUEST, ANY OTHER INFORMATION OWNER REQUIRES TO COMPLY WITH THE ISPS CODE/MTSA.
- 5. PROVIDED THAT THE DELAY IS NOT CAUSED BY OWNER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THE ISPS CODE/MTSA (IN WHICH CASE ANY DELAY CAUSED BY SUCH FAILURE SHALL BE FOR <u>OWNER'S</u> ACCOUNT AND SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE), ANY DELAY RESULTING FROM MEASURES IMPOSED BY A PORT FACILITY OR BY ANY RELEVANT AUTHORITY UNDER THE ISPS CODE/MTSA THAT ARE BEYOND THE REASONABLE CONTROL OF OWNER AND CHARTERER SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE, WITH DEMURRAGE CALCULATED AT 50% OF THE DEMURRAGE RATE.
- 6. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED IN THIS CHARTER, ANY ADDITIONAL COSTS OR EXPENSES WHATSOEVER
 SOLELY ARISING OUT OF OR RELATED TO SECURITY REGULATIONS OR MEASURES REQUIRED BY THE PORT FACILITY OR ANY RELEVANT AUTHORITY AT THE LOADING OR DISCHARGE PORT IN ACCORDANCE WITH THE ISPS CODE/MTSA AND TO WHICH OWNER AND THE VESSEL WOULD NOT BE SUBJECT BUT FOR THE TRADING OF THE VESSEL TO SUCH LOADING OR DISCHARGE PORT, INCLUDING, BUT NOT LIMITED TO, SECURITY GUARDS, LAUNCH SERVICES, VESSEL ESCORTS, SECURITY FEES OR TAXES AND INSPECTIONS, SHALL BE FOR CHARTERER'S ACCOUNT, UNLESS SUCH COSTS OR EXPENSES RESULT SOLELY FROM A FAILURE BY OWNER TO COMPLY WITH THIS CHARTER PARTY, AN ACT OR OMISSION OF THE MASTER OR CREW, THE PREVIOUS TRADING OF THE VESSEL, THE NATIONALITY OF THE CREW OR THE IDENTITY OF OWNER'S MANAGERS. ALL MEASURES REQUIRED BY OWNER TO COMPLY WITH THE SHIP SECURITY PLAN SHALL BE FOR OWNER'S ACCOUNT.
- 7. IF EITHER PARTY MAKES ANY PAYMENT THAT IS FOR THE OTHER PARTY'S ACCOUNT ACCORDING TO SPECIAL PROVISION 16, THE OTHER PARTY SHALL INDEMNIFY THE PAYING PARTY.
- 8. WHEN THE VESSEL CALLS IN THE UNITED STATES, INCLUDING ANY U.S. TERRITORY, THE FOLLOWING PROVISIONS SHALL APPLY WITH RESPECT TO ANY APPLICABLE SECURITY REGULATIONS OR MEASURES:
- (a) REPORTING THE VESSEL OR ITS AGENTS SHALL REPORT AND SEND ALL NOTICES AS REQUIRED TO OBTAIN ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES. ANY DELAY CAUSED BY THE FAILURE TO SO REPORT SHALL BE FOR OWNER'S ACCOUNT, UNLESS SUCH FAILURE TO REPORT IS CAUSED BY OR ATTRIBUTABLE TO

CHARTERER OR ITS REPRESENTATIVES OR AGENTS INCLUDING, BUT NOT LIMITED TO, THE SHIPPER AND/OR RECEIVER OF THE CARGO.

- CLEARANCES UNLESS CAUSED BY OWNER'S ACT OR FAILURE TO ACT IN COMPLIANCE WITH (b) THIS CHARTER PARTY, ANY DELAY SUFFERED OR TIME LOST IN OBTAINING THE ENTRY AND EXIT CLEARANCES FROM THE RELEVANT U.S. AUTHORITIES SHALL COUNT AS LAYTIME OR TIME ON DEMURRAGE: PROVIDED THAT THE DEMURRAGE RATE TO BE APPLIED IN ANY CASE WHERE DELAY IS NOT CAUSED BY CHARTERER'S NEGLIGENCE SHALL BE CALCULATED AT 50% OF THE DEMURRAGE RATE.
- EXPENSES ANY EXPENSES OR ADDITIONAL FEES RELATING TO THE CARGO, EVEN IF LEVIED (c) AGAINST THE VESSEL, THAT ARISE OUT OF THE SECURITY MEASURES IMPOSED AT THE LOADING PORT AND/OR THE DISCHARGE PORT AND/OR ANY OTHER PORT TO WHICH CHARTERER ORDERS THE VESSEL, SHALL BE FOR CHARTERER'S ACCOUNT.
 - 17. BASIC VESSEL REQUIREMENTS: (APRIL 2015)

THE VESSEL SHALL BE SUITABLE IN EVERY WAY FOR LOADING AND DISCHARGING THE CARGO AT THE DECLARED LOADING

AND DISCHARGE PORTS AND TERMINALS, AND SHALL COMPLY IN FULL WITH ALL APPLICABLE PROCEDURES, RULES AND

REGULATIONS OF SUCH LOADING AND DISCHARGING PORTS AND TERMINALS. OWNER WARRANTS THAT THE VESSEL IS NOT.

AND IS NOT OWNED, CONTROLLED OR AFFILIATED WITH, A BLOCKED PERSON (AS DEFINED IN SECTION 14.1 HEREOF). ANY

COSTS, EXPENSES, FINES OR PENALTIES INCURRED BY OWNER OR CHARTERER BY REASON OF THE VESSEL NOT BEING OF

THE ABOVE DESCRIPTION AND TIME LOST THEREBY SHALL BE FOR OWNER'S ACCOUNT.

18. SEIZURE AND ARREST: (APRIL 2015)

IF THE VESSEL IS SEIZED, ARRESTED OR OTHERWISE DETAINED BY A THIRD PARTY NOT ARISING FROM ANY ACT OR OMISSION

OF CHARTERER, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CHARTERER FOR ALL DAMAGES, LOSSES, CLAIMS,

JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM, AND ANY TIME LOST SHALL NOT COUNT

AS LAYTIME.

19. FOR FREIGHT CALCULATION PURPOSES, THE PLACE OF LIGHTERING SHALL NOT CONSIDERED A DISCHARGE PORT OR

DISCHARGE BERTH WHETHER OR NOT DESIGNATED AS SUCH BY WORLDSCALE OR OTHER ORGANIZATIONS HAVING

JURISDICTION, PROVIDED THE DESIGNATED LIGHTERING AREA IS A CUSTOMARY LIGHTERING ANCHORAGE FOR THAT

DISCHARGE PORT.

THE FOLLOWING SUN CLAUSES DATED JUNE 12, 1998 NO. 1-34 WITH ALTERATIONS AND **DELETIONS AS LISTED BELOW** ARE HEREBY INCORPORATED IN THIS CHARTER PARTY.

1. HOURS/TERMS/CONDITIONS: LINE 2: AFTER 'CONDITIONS' ADD 'AS AMENDED' LAYTIME PER WS 2. ARBITRATION OF SMALL CLAIMS: REVISED 4/20/15

THE PARTIES AGREE, THAT ANY DISPUTES RELATING TO CLAIMS OF \$50,000 OR LESS IN THE AGGREGATE THAT ARE SUBMITTED

TO ARBITRATION IN ACCORDANCE WITH THIS CHARTER SHALL BE GOVERNED BY THE SHORT FORM ARBITRATION PROCEDURE ADOPTED BY THE SOCIETY OF MARITIME ARBITRATORS.

3. GENERAL AVERAGE: REVISED 4/20/15

GENERAL AVERAGE SHALL BE ADJUSTED, STATED AND SETTLED ACCORDING TO YORK/ANTWERP RULES, 1974, AS

AMENDED 1994, WHICH RULES SHALL BE DEEMED TO BE A PART OF THIS CHARTER PARTY, AND AS

TO MATTERS NOT PROVIDED FOR BY THOSE RULES, ACCORDING TO THE LAWS AND USAGES AT THE PORT OF NEW YORK.

4. CARGO RETENTION CLAUSE:

DELETE IN IT'S ENTIRETY INSERT' AMOCO CARGO RETENTION CLAUSE AFTER 'FREE FLOWING' INSERT 'LIQUID AND PUMPABLE'.

- 5. . COMPLIANCE WITH REQUIREMENTS:(REVISED APRIL 2015) OWNER WARRANTS THAT IT IS A MEMBER OF THE INTERNATIONAL TANKER OWNER POLLUTION FEDERATION, LIMITED(ITOPF) AND WILL COMPLY WITH ALL APPLICABLE U.S.FEDERAL, STATE, AND LOCAL AND ALL FOREIGN LAWS, INTERNATIONAL TREATIES AND CONVENTIONS, TREATIES, PROTOCOLS OR OTHER AGREEMENTS RELATED TO THE NAVIGATION, MANAGEMENT, HANDLING OR OPERATION OF THE VESSEL AND APPLICABLE TERMINAL RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, CUSTOMS REGULATIONS; THE OIL POLLUTION ACT OF 1990; ALL APPLICABLE PORT RULES AND REGULATIONS; AND WILL HAVE AND CARRY ABOARD THE VESSEL A U.S. FEDERAL MARITIME COMMISSION CERTIFICATE OF FINANCIAL RESPONSIBILITY (OIL POLLUTION) AS ISSUED BY THE UNITED STATES COAST GUARD, AND A CERTIFICATE OF INSURANCE AS DESCRIBED IN THE CIVIL LIABILITY CONVENTION FOR OIL POLLUTION DAMAGE. IN NO CASE SHALL CHARTERER BE LIABLE FOR USED LAYTIME, DEMURRAGE, OR OTHER DELAY AS A RESULT OF OWNER'S FAILURE TO COMPLY WITH THE AFOREMENTIONED OBLIGATIONS, AND ANY LOSSES, DIRECT EXPENSES OR DIRECT DAMAGES ARISING AS A RESULT OF SUCH FAILURE TO COMPLY WITH THIS CLAUSE WILL BE FOR OWNER'S ACCOUNT. THIS DOES NOT RELEASE CHARTERERS FROM THEIR RESPONSIBILITY TO NOMINATE VESSEL TO AND CLEAR THE VESSEL WITH ALL LOAD AND DISCHARGE PORT(S)/TERMINALS(S) PRIOR TO LIFTING SUBJECTS.
 - 6. INSURANCE: (REVISED APRIL 2015) -

OWNER WARRANTS THAT FROM THE TIME THE VESSEL IS OBLIGATED TO PROCEED TO THE LOADING

PORT(S) AND THROUGHOUT THE VESSEL'S SERVICE UNDER THIS CHARTER PARTY, OWNER

SHALL MAINTAIN THE FOLLOWING INSURANCE WITH RESPECT TO THE VESSEL AT OWNER'S EXPENSE:

- 1. HULL AND MACHINERY INSURANCE INCLUDING COLLISION LIABILITY IN AN AMOUNT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, THE UNDERWRITERS OF SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER;
- 2. PROTECTION AND INDEMNITY INSURANCE ON A FULL ENTRY BASIS WITH AN INTERNATIONAL GROUP P&I CLUB, SUCH INSURANCE TO INCLUDE, BUT NOT BE LIMITED TO: COVERAGE IN RESPECT OF LOSS OF OR DAMAGE TO THE CARGO; COVERAGE FOR INJURIES TO OR DEATH OF MASTERS, MATES AND CREW; COLLISION LIABILITIES NOT INSURED UNDER THE H&M POLICY; EXCESS COLLISION LIABILITIES; CARGO LEGAL LIABILITIES; AND POLLUTION

LIABILITIES. THE LIMIT OF SUCH INSURANCE SHALL BE AS ESTABLISHED BY THE RULES OF THE INTERNATIONAL GROUP OF P&I CLUBS EXCEPT FOR POLLUTION LIABILITIES, WHICH SHALL BE LIMITED TO THE MAXIMUM POLLUTION LIMIT OFFERED THROUGH THE P&I CLUBS OF THE INTERNATIONAL GROUP (CURRENTLY US \$1 BILLION). CHARTERER SHALL BE NAMED AS AN ADDITIONAL ASSURED ON ALL P&I CLUB ENTRIES (SUBJECT TO MISDIRECTED ARROW CLAUSE), AND THE P&I CLUB SHALL WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER; AND

3. HULL AND P&I WAR RISK INSURANCE WITH A LIMIT EQUAL TO THE FULL COMMERCIAL VALUE OF THE VESSEL, SUCH INSURANCE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST CHARTERER.

OWNER SHALL PROVIDE TO CHARTERER, ON REQUEST, EVIDENCE OF SUCH INSURANCE. ANY EXTRA INSURANCE ON FREIGHT AND/OR CARGO, DUE TO VESSEL'S AGE, CLASSIFICATION, AND/OR FLAG, IS FOR OWNER'S ACCOUNT, AND CHARTERER SHALL HAVE THE RIGHT TO "DEDUCT" SUCH EXTRA INSURANCE COSTS FROM FREIGHT DUE OWNER.

- 7. POLLUTION PREVENTION AND RESPONSIBILITY:
 - LINE 11 DELETE FROM THE WORD "ANY" THROUGH LINE 13 TO THE WORD "EXPENSE".
- 8. DISPUTE RESOLUTION:
- 9. ETA:
- 10. CLEAN BALLAST:
- 11. BUNKER:
- 12. DIVERSION:
- 13. CARGO SHIFTING CLAUSE:
- 14. SUN SPEED CLAUSE:

LINE 2 INSERT 'SEE MAIN TERMS ABOVE' LINE 4 TO 13 DELETE IN IT'S ENTIRETY

15. HEATING:

ADD 'AT CHARTERERS OPTION'
DELETE ANY REFERENCE TO '135' INSERT '125'
AT END ADD FOLLOWING 'ANY COST FOR RAISING CARGO TEMPERATURE
TO BE PAID BY CHARTERERS LIPON RECEIPT OF MASTER'S INVOICE' (SEE

TO BE PAID BY CHARTERERS UPON RECEIPT OF MASTER'S INVOICE' (SEE MAIN BODY OF C/P).

- 16. CHANGE OF DESTINATION/BILL OF LADING INDEMNITY CLAUSE:
- 17. AGENCY: (REVISED APRIL 2015):

IT IS UNDERSTOOD AND AGREED CHARTERER RESERVES THE RIGHT TO APPOINT AGENTS WHOSE FEES ARE COMPETITIVE WHO

WILL ACT AS THE AGENT FOR, AND BE SOLELY RESPONSIBLE TO, THE VESSEL ENTERING AND CLEARING THE LOAD/DISCHARGE

PORT(S). SUCH AGENTS, ALTHOUGH APPOINTED BY CHARTERER, SHALL BE PAID BY OWNER.

- 18. BOARDING CLAUSE:
- 19. SURVEY AND SAMPLE:
- 20. LIGHTERING:

LINES 8/9 DELETE 'ONE HALF' INSERT 'FULL'.

21. PUMPING:

LINE 3 DELETE (OR PRO RATA TIME FOR A PART CARGO)

LINE 9 AFTER WORD 'MANIFOLD' INSERT 'PROVIDED SHORE FACILITIES PERMIT'

LINE 10 INSERT 'COWING'

DELETE LAST SENTENCE OF CLAUSE

22. CRUDE OIL WASHING:

INSERT AT END 'OVER AND ABOVE THAT SPECIFIED IN VESSEL'S COW MANUAL'.

23. IGS DEPRESSURIZATION:

24. CLAIMS:

LINE 5 DELETE 'THIRTY (30)' AND INSERT 'SIXTY (60)' LINE 7 DELETE 'SIXTY(60)' AND INSERT 'NINETY (90)'

25. LAYTIME-DEMURRAGE EXCEPTIONS REVISED APRIL 2015):

NOTWITHSTANDING ANYTHING IN PARTS I OR II TO THE CONTRARY, THE FOLLOWING TIME PERIODS SHALL NOT BE

CHARGED AGAINST LAYTIME, USED LAYTIME OR TIME ON DEMURRAGE, WHETHER OR NOT LIGHTERING HAS OCCURRED:

1. ALL THE TIME BETWEEN EARLY ARRIVAL NOR AT LOAD PORT AND 0600 ON THE FIRST DAY OF LAYDAYS, UNLESS THE VESSEL

BERTHS EARLIER WITH CHARTERER'S CONSENT;

- 2. THE FIRST SIX (6) HOURS AFTER NOR AT ALL OTHER LOAD AND DISCHARGE PORTS, UNLESS THE VESSEL BERTHS EARLIER;
- 3. ALL TIME PROCEEDING FROM ANY FIRST ANCHORAGE TO THE FIRST BERTH AT EACH PORT UNTIL THE VESSEL IS

SECURELY MOORED AT THE DESIGNATED LOADING / DISCHARGE BERTH IN ALL RESPECTS READY TO LOAD OR DISCHARGE

CHARTERER'S CARGO, IN FREE PRATIQUE, CUSTOMS AND IMMIGRATION CLEARED;

4. ALL TIME SPENT DISCHARGING BALLAST WATER OR SLOPS, UNLESS CONCURRENT WITH CARGO OPERATIONS, BUT ONLY

TO THE EXTENT IT DOESN'T INTERFERE WITH OR OTHERWISE NEGATIVELY AFFECT CARGO OPERATIONS;

5. ALL TIME LOST DUE TO ANY OTHER CAUSE ATTRIBUTABLE TO THE "DIRECT" FAULT OF OWNER, THE VESSEL,

HER MASTER OR CREW, OR AGENTS OR SUBCONTRACTORS OF OWNER.

26. WEATHER:

DELETE WORD 'LIGHTERING'

- 27. SLOP:
- 28. ADDRESS COMMISSION:
- 29. WAR RISK: (WHERE APPLICABLE)
 LINE 4: DELETE "ON THE DATE OF THIS CHARTER" INSERT " 5 APRIL 2019 "
- 30. EARLY LOADING:
- 31. HALF TIME
- 32. BREACH

33. ISM CLAUSE:

34. YEAR 2000 WARRANTY - DELETE IN IT'S ENTIRETY

END OF RECAP

THANK YOU FOR YOUR SUPPORT AND COOPERATION.

KIND REGARDS,

PETER PERRI

POTEN AND PARTNERS, INC.

EXHIBIT 9

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE 35/39 AKTI MIAOULI

DATE: 30th May, 2019

INVOICE №: **8014** VOY. №: **18/19**

Messrs. PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.

% Messrs. POTEN AND PARTNERS, INC

Cargo heating expenses for Charterers ac Master's Statement and supporting document	

AEGEAN BALTIC BANK S.A.
93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE
SWIFT: AEBAGRAA
IBAN NO: GR9705601020000010312050027
USD C/A: 0103120-50-027
IN FAVOUR OF: NEREUS SHIPPING S.A.
CORRESPONDING BANK:

JP MORGAN CHASE BANK NATIONAL ASSOCIATION-NEW YORK

SWIFT: CHASUS33 ABA NO.: 021000021

NEREUS SHIPPING S.A.

PIRAEUS (GREECE) OFFICE 35/39 AKTI MIAOULI

DATE: 30th May, 2019

INVOICE №: **8013** VOY. №: **18/19**

Messrs. PHILADELPHIA ENERGY SOLUTIONS REFINING + MARKETING, LLC.

% Messrs. POTEN AND PARTNERS, INC

M.T. "SPEEDWAY" - CP 10.04.2019	
To demurrage incurred at loading and discharging ports as per the attached laytime statement and statement of facts.	
04Days-16 Hours-17Mins (or 4.678472 days) @ US.\$ 27,000 pdpr	US.\$ 126,318.75
Less: 1.25% address commission	1,578.98
	US.\$ 124,739.77

AEGEAN BALTIC BANK S.A.
93, AKTI MIAOULI, 185 38 PIRAEUS, GREECE
SWIFT: AEBAGRAA
IBAN NO: GR9705601020000010312050027
USD C/A: 0103120-50-027
IN FAVOUR OF: NEREUS SHIPPING S.A.
CORRESPONDING BANK:

JP MORGAN CHASE BANK NATIONAL ASSOCIATION-NEW YORK

SWIFT: CHASUS33 ABA NO.: 021000021

Case 1:19-cv-06737-AT Document 1 Filed 07/19/19 Page 81 of 113

NEREUS SHIPPING S.A.

LAYTIME STATEMENT

Date :	30.05.2019	Charterer :	PHIL	ADELPHIA ENER	GY SOLUTIONS
Vessel:	MT "SPEEDWAY"	Product:	CRUI	DE OIL	
Shipping File :	18/19	Loading:	DJEN	O TERMINAL	
C/P Date :	10.04.2019	Discharging:	PHIL	ADELPHIA	
		Commencement	t of laydays : 2	9.04.2019 00:0	1
LOADPORT (DJENO TERMIN	NAL)				
NOR Tendered		29.04.19	00:01		
Shifting commencement		30.04.19	08:06	•	
All fast Load commenced		30.04.19	11:12 17:54	•	
Load commenced Load completed		30.04.19 02.05.19	07:24	•	
Hoses disconnected		02.05.19	08:06	•	
Documents signed		02,05.19	13:48		
,					<u>D - H - M</u>
Laytime starts		29.04.19	06:01		
Laytime ends Total time used		02.05.19	13:48		03-07-47
Total time used					03-07-47
Deductions:	From	To		<u>D - H - M</u>	
Documents allowance				00-03-00	
Shifting to berth Total deduction	30.04.19-08:06	30.04.19-11:12		00-03-06	00.07.07
Net time used at loadport					00-06-06 03-01-41
					03-01-41
LIGHTERING (BIGSTONE)		20.05.10	15.40		
NOR Tendered All fast		20.05.19 20.05.19	15:42 16:48		
Lightering commenced		20.05.19	18:24		
Lightering completed		23.05.19	15:24		
Hoses disconnected		23.05.19	16:00		
Anchor up		24.05.19	11:12		
Lautima atauta		20.05,19	16:48		<u>D - H - M</u>
Laytime starts Laytime ends		24.05.19	11:12		!
Total time used			1		03-18-24
m	-			D 17 14	
Deductions:	From	<u>To</u>		D-H-M	
AND THE RESIDENCE OF THE REAL PROPERTY OF THE REAL PROPERTY OF THE PROPERTY OF					
				·	03-18-24
DISPORT (F. MIFFLIN)					
All fast		24.05.19	21:48		
Discharge commenced		24.05.19	23:18		
Discharge completed		25.05.19	17:24		
Hoses disconnected		25.05.19	18:00		D-H-M
Laytime starts		24.05.19	21: 4 8		D-11-M
Laytime ends		25.05.19	18:00		
Total time used			A STATE OF THE PARTY OF THE PAR		00-20-12
n.J	P	m -		ם ע ע	
Deductions:	From	То		<u>D-H-M</u>	
Total deduction		L. Company	•		
Net time used at disport				•	00-20-12
				n.	- н - м
	Total net used time :				-16-17
	Allowed laytime:				-00-00
	Time on demurrage :				-16-17
	or:				472 days
	Demurrage rate pdpr	:			27,000
	Gross demurrage :	-			26,318.75
				~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	

Issue Date:07.09.2011 Rev.00

# NOTICE OF READINESS

MESSRS:				
	VESSEL : M/T SP	EEDWAY		
DJENO TERMINAL		, REPUBLIC OF	CONGO	
Molecular Control of the Control of	DATE: 29	April	/ 2019	
Dear Sirs,				
I hereby tender you the good M/T	vessel M/T SPEEDV	VAY und	der my command	
which anchored at port of DJENO,	REPUBLIC OF CONGO on	28TH	Aprîl	
2019 at 14 : 06 hrs local time,	and as from today 29TH	April	2019	
at 00 : 01 hrs local time, she	is ready in all respects to commer	nce	loading	_
of her cargo N'KOSSA CR	UDE OIL as per terms,	conditions, provisi	ons and/or exem	ptions
of the governing Charter Party dated	10TH April 2	019 under which	this voyage is	
performed.				
	Yours fa Captain <u>E</u> Master	VANGELOSENI M/T SPEEDWA		MINAL DJENO TAUMENCONGO *
Acknowledged and accepted by:  Date: 30/04/20/9  Name: BANKOUNDA	LDANING MASTE, Time: 06; 51 in CAPITAL LI	R LT ETTERS	Sign & 10.	61 POINTE-WORKE
FIXTURE	LOP.01		Pag	e 1 of 1

issue Date;07,09.2011 Rev.03/15.11.2016

#### STATEMENT OF FACTS

PROT	100RING UNN 1 FHO-HS 1057.9 MDO/MGO LS 450.7 BUNK HFO HS	NUMBER NUMBER MOORING 1 ROB - A MT 72 ERS/LU MT 72 ERS/LU MT RO MT RO MT 72 CARC PAR	ROFTUGS SIGNATION ROFTUGS SIGNATION RRIVAL (E. HFO LS - MT LUB OILS 000 LTRS BS/WATER HFO LS - MT LUB OILS - MT LUB OILS - MT LUB OILS - MT LUB OILS - LTRS B - SAILING HFO LS - MT LUB OILS - LTRS B - SAILING HFO LS - LTRS - LTRS - LTRS - MT LUB OILS - OO0 LTRS - MT LUB OILS - CEL 2 - LTRS	USED G ESCOP O.S.P.) MDO/MGO WATE 470 RECEIVED MDO/MGO WATE 400 TY PARCEL	OHS MT R MT OHS MT R MT OHS MT R MT OHS MT IR MT OHS MT IR MT BBLS
Age	DRING UNIT 1 F HFO-HS 1057.9 MDO/MGO LS 450.7 BUNK HFO HS 1050/MGO LS 450.7 MDO/MGO LS 450.7 MDO/MGO LS 450.7 MGO/MGO LS 450.7 MGO/MGO/MGO LS 450.7 MGO/MGO/MGO LS 450.7 MGO/MGO/MGO LS 450.7 MGO/MGO/MGO LS 450.7 MGO/MGO/MGO/MGO/MGO/MGO/MGO/MGO/MGO/MGO/	NUMBER MOORING 1 ROB - A MT 72 ERS/LU MT 72 ERS/LU MT RO MT 72 CARC PAR V.E	R OF TUGS  G SHIFTIN  - RRIVAL (E. HFO LS  - MT  - UB OILS  - TRS  - MT  - UB OILS  - LTRS  - MT  - UB OILS  - LTRS  - MT  - UB OILS  - CEL 2  - LTRS  - MT  - LUB OILS  - MT  - LUB OILS  - MT  - UB OILS  - UB O	USED G ESCOP O.S.P.) MDO/MGG	OHS MT R MT OHS MT R MT OHS MT R MT OHS MT IR MT OHS MT IR MT BBLS
COSPINSTY ENCINES	ORING UNION 1 F HFO HS 1057.9 MDO/MGO LS 450.7 BUNK HFO HS	MOORING 1 ROB - A MT   TO THE TENT OF THE	RRIVAL (E. HFO LS - MT LUB OILS ON LTRS B - SAILING HFO LS - MT LUB OILS ON LTRS GO QUANTICCEL 2	USED G ESCOP O.S.P.) MDO/MGG - WATE 470 RECEIVED MDO/MGG - WATE -	OHS MT R MT OHS MT R MT OHS MT R MT OHS MT IR MT OHS MT IR MT BBLS
MOORING UMNOORING SHIFTING   SCORTING NO.P. RACEPED   1 1	ORING UNION 1 F HFO HS 1057.9 MDO/MGO LS 450.7 BUNK HFO HS	MOORING 1 ROB - A MT   TO THE TENT OF THE	RRIVAL (E. HFO LS - MT LUB OILS ON LTRS B - SAILING HFO LS - MT LUB OILS ON LTRS GO QUANTICCEL 2	G ESCOF O.S.P.) MDO/MGG - WATE 470 RECEIVED MDO/MGG - WATE - WATE - WATE 400 TY PARCEL	O HS MT R MT O HS MT R MT O HS MT R MT BBLS
N.O.R. rendered	1 FHO-HS 1057.9 MDO/MGO LS 450.7 BUNK HFO HS	MT 72 ERS/LU MT RO MT RO MT RO MT CARC PAR	RRIVAL (E. HFO LS - MT - UB OILS - LTRS - MT - UB OILS - MT - UB OILS - MT - UB OILS - CEL 2 - F. APPLIEC	O.S.P.)  MDO/MGG  WATE  470  RECEIVED  MDO/MGG  WATE  WATE  WATE  WATE  PARCEL	O HS MT R MT O HS MT R MT O HS MT R MT BBLS
N.O.R. Accepted	HFO HS	MT 72  ERS/LU  MT RO  MT RO  MT CARC  MT V.E	HFO LS  - MT LUB OILS  000 LTRS  BS/WATER  HFO LS  - MT LUB OILS  - LTRS  B - SAILING  HFO LS  - MT LUB OILS  OILS  OILS  OOU LTRS	MDO/MGG  WATE  470  RECEIVED  MDO/MGG  WATE  MDO/MGG  WATE  400  TY  PARCEL	MT R MT OHS MT R MT OHS MT R MT BBLS
Fine Prisique Granted	HFO·HS 1057.9 MDO/MGO LS 450.7 BUNK HFO HS - HFO HS 026.6 MDO/MGO LS 450.7  ARCEL 1 900631 16406.53 14564.74 16681.9 14835.75 TS OPERAT CHECK LIST	MT 72 ERS/LU MT , S L MT RO MT CARC PAR V.E	HFO LS  - MT LUB OILS  000 LTRS  BS/WATER  HFO LS  - MT LUB OILS  - LTRS  B - SAILING  HFO LS  - MT LUB OILS  OILS  OILS  OOU LTRS	MDO/MGG  WATE  470  RECEIVED  MDO/MGG  WATE  MDO/MGG  WATE  400  TY  PARCEL	MT R MT OHS MT R MT OHS MT R MT BBLS
Pict Of   On	1057.9 MDO/MGO LS 450.7 BUNK HFO HS - MDO/MGO LS - HFO HS 0 26,6 MDO/MGO LS 450.7  ARCEL 1 900631 16464.74  902761 16681.9 14835.75 TS OPERAT CHECK LIST	MT 72  ERS/LU  MT .  MT .  MT .  MT .  MT .  CARC  PAR  V.E	- MT _UB OILS 000 LTRS Bs/WATER HFO LS - MT _UB OILS - LTRS B - SAILING HFO LS - MT _UB OILS - MT _UB OILS - MT _UB OILS - OO LTRS GO QUANTI CEL 2	WATE 470 RECEIVED MDO/MGG -WATE - WATE 400 TY PARCEL	MT R MT OHS MT R MT OHS MT R MT BBLS
Pict of	MDO/MGO LS 450.7  BUNK HFO HS - MDO/MGO LS - HFO HS 0 26,6 MDO/MGO LS 450.7  ARCEL 1 900631 16406.53 14564.74  902761 16681.9 14835.75 TS OPERAT CHECK LIST	MT 72  ERS/LU  MT .  MT .  MT .  MT .  MT .  CARC  PAR  V.E	UB OILS  OUD LTRS  BS/WATER  HFO LS  - MT  UB OILS  - LTRS  B - SAILING  HFO LS  - MT  UB OILS  OUD LTRS  GO QUANTI  CEL 2	WATE 470 RECEIVED MDO/MGG - WATE - MDO/MGG - WATE 400 TY PARCEL	O HS MT R MT O HS MT R MT BBLS
PRIOL OF   On	450.7  BUNK HFO HS  - MDO/MGO LS  - HFO HS 0 26,6 MDO/MGO LS 450.7  ARCEL 1 900631 16406.53 14564.74  902761 16681.9 14835.75 TS OPERAT CHECK LIST	MT 72  ERS/LU  MT .  S	000 LTRS Bs/WATER HFO LS - MT .UB OILS - LTRS B - SAILING HFO LS - MT .UB OILS OOD LTRS GO QUANTI CEL 2	470 RECEIVED MDO/MGG - WATE - MDO/MGG - WATE 400 TY PARCEL	MT O HS MT R MT O HS MT R MT R MT L BBLS
Pilot Of   On	BUNK HFO HS - MDO/MGO LS - HFO HS 0 26,6 MDO/MGO LS 450.7  ARCEL 1 900631 16406.53 14564.74  902761 16681.9 14835.75 TS OPERAT CHECK LIST	MT RO MT RO MT CARC PAR  V.E	BS/WATER HFO LS - MT .UB OILS - LTRS B - SAILING HFO LS - MT .UB OILS OOD LTRS GO QUANTI CEL 2	MECEIVED MDO/MGG - WATE - MDO/MGG - WATE 400 TY PARCEL	O HS MT R MT O HS MT R MT R MT L BBLS
PRIOL OF	HFO HS - HFO HS 0 26,6 MDO/MGO LS 450.7  ARCEL 1 900631 16406.53 14564.74  16681.9 14835.75 TS OPERAT CHECK LIST	MT RO MT RO MT CARC PAR  V.E	HFO LS  - MT .UB OILS  - LTRS B - SAILING HFO LS  - MT .UB OILS 000 LTRS 30 QUANTI CEL 2	MDO/MGG - WATE - MDO/MGG - WATE 400 TY PARCEL	MT R MT O HS MT R MT A BBLS MT LT
Pilot Off	HFO HS 0 26,6 MDO/MGO LS 450.7  ARCEL 1 900631 16406.53 14564.74  902761 16681.9 14835.75 TS OPERAT CHECK LIST	MT RO MT RO MT CARC PAR  V.E	- MT .UB OILS - LTRS B - SAILING HFO LS - MT .UB OILS 000 LTRS GO QUANTI CEL 2	MDO/MGG WATE 400 TY PARCEL	MT R MT O HS MT R MT A BBLS MT LT
Anchored	HFO HS 0 26,6 MDO/MGO LS 450.7  ARCEL 1 900631 16406.53 14564.74  902761 16681.9 14835.75 TS OPERAT CHECK LIST	RO MT RO MT S L MT 72 CARC PAR V.E	UB OILS - LTRS B - SAILING HFO LS - MT UB OILS 000 LTRS GO QUANTI CEL 2	MDO/MGG - WATE 400 TY PARCEL	MT O HS MT R MT - 3 BBLS
Anchor Up	HFO HS 0 26,6 MDO/MGO LS 450.7  ARCEL 1 900631 16406.53 14564.74  902761 16681.9 14835.75 TS OPERAT CHECK LIST	MT RO MT S L MT 72: CARC PAR V.E	- LTRS B - SAILING HFO LS - MT .UB OILS 000 LTRS GO QUANTI CEL 2 .F. APPLIEC	MDO/MGG - WATE 400 TY PARCEL	MT OHS MT R MT - 3 BBLS MT LT
Anchored Anchored Anchor Up Anchor	HFO HS 0 26,6 MDO/MGO LS 450.7  ARCEL 1 900631 16406.53 14564.74  902761 16681.9 14835.75 TS OPERAT CHECK LIST	MT S L MT 72: CARC PAR V.E	B - SAILING HFO LS - MT UB OILS 000 LTRS GO QUANTI CEL 2  F. APPLIED	MDO/MGG - WATE 400 TY PARCEL	MT R MT 3 BBLS BBLS
Anchor Up Anchor Up Anchor Up Anchor Up Tug Boad(T.B) Fasted Tug Boad(T	0 26.6 MDO/MGO LS 450.7 ARCEL 1 900631 16406.53 14564.74 902761 16681.9 14835.75 TS OPERAT CHECK LIST	MT 72 CARC PAR	HFO LS  - MT .UB OILS 000 LTRS GO QUANTI CEL 2  .F. APPLIED	MDO/MGG - WATE 400 TY PARCEL	MT R MT 3 BBLS MT LT BBLS
Anchored	0 26.6 MDO/MGO LS 450.7 ARCEL 1 900631 16406.53 14564.74 902761 16681.9 14835.75 TS OPERAT CHECK LIST	MT CARC PAR V.E	- MT .UB OILS 000 LTRS GO QUANTI CEL 2	WATE 400 TY PARCEL	MT R MT 3 BBLS MT LT BBLS
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T.B. Fasted   Unfasted   Unfasted   PARCEL 2   PARCEL 3	900631 16406.53 14564.74 902761 16681.9 14835.75 IS OPERAT CHECK LIST	CARC PAR V.E	GO QUANTI CEL 2	TY PARCEL	BBLS MT
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T.B. Unfasted	902761 16681.9 14835.75 15 OPERAT CHECK LIST	ION			MT LT BBLS
Time	902761 16681.9 14835.75 IS OPERAT CHECK LIST	ION			BBLS
All Fast	902761 16681.9 14835.75 IS OPERAT CHECK LIST	ION			BBLS
Commenced Unmooring	16681.9 14835.75 IS OPERAT CHECK LIST	ION		-	
Commenced Gauging	16681.9 14835.75 IS OPERAT CHECK LIST		TIME		
11:24   30-Apr-19   114935.75	14835.75 IS OPERAT CHECK LIST		TIME		TAAL
11:54   30-Apr-19   STS OPERATION   TIME   DATE	TS OPERAT		TIME		
Calculations Completed	CHECK LIST			DATE	<del> </del>
Commenced Gauging		2 1	1.1111	DATE	-
Decembered Gauging	CUECK MOI				1
Calculations Completed	CHECKLIST				4
Commenced Gauging   Re Checked   11:00   02-May-19   03-May-19					1
Completed Gauging Re Checked 12:00 02-May-19 Delays of commencement of operation, cargo does delay, etc )  Calculations Completed Commenced Gauging Carolistons Completed To: 30/Apri2019 00:01 Hrs Lt NOR tandered To: 30/Apri2019 00:01 Hrs Lt Pilot on board To: 30/Apri2019 00:01 Hrs Lt Pilot on board To: 30/Apri2019 00:12 Hrs Lt Pilot on board To: 30/Apri2019 00:12 Hrs Lt Pilot on board To: 30/Apri2019 00:12 Hrs Lt Pilot on board To: 30/Apri2019 11:34 Hrs Lt Cargo Hoses Connected Documents on board Signed Cargo Documents To: 30/Apri2019 11:34 Hrs Lt Cargo Hoses Connected Signed Cargo Documents To: 30/Apri2019 11:34 Hrs Lt Cargo Hoses Connected Disconnect			EO IDEL AVO	PEACONO	15 /a a
Calculations Completed Commenced Gauging Calculations Completed Gauging Calculations Completed Completed Gauging Calculations Completed To: 30/Apr/2019 00:01 Hrs Lt NOR tendered To: 30/Apr/2019 00:12 Hrs Lt Pilot on board To: 30/Apr/2019 01:12 Hrs Lt Pilot on board To: 30/Apr/2019 11:54 Hrs Lt Cargo Hoses Connected Signed Cargo Documents Hoses Connect Disconnect Disconnect Commenced To: 30/Apr/2019 11:54 Hrs Lt Cargo Hoses Connected To: 30/Apr/2019 11:54 Hrs Lt					
Commenced Gauging Completed Gauging Completed Gauging Completed Gauging Ten: 29/Apr/2019 00:01 Hrs Lt NOR tandered Calculations Completed To: 30/Apr/2019 08:12 Krs Lt Pilot on board To: 30/Apr/2019 08:12 Krs Lt Pilot on board To: 30/Apr/2019 08:12 Krs Lt Pilot on board To: 30/Apr/2019 11:54 Hrs Lt Cargo Hoses Connected Documents on board To: 30/Apr/2019 11:54 Hrs Lt Cargo Hoses Connected To: 30/Apr/2019 11:54 Hrs Lt Cargo Hoses Connected Disconnect Disconnec	lays of com			ration, cargo	docs
Carculations Completed   Carculations Carculati	***************************************	u	elay, ett. j		
To: 30/Apr/2019 08:12 Hrs Lt Pilot on board   To: 30/Apr/2019 08:12 Hrs Lt Pilot on board   To: 30/Apr/2019 08:12 Hrs Lt Pilot on board   To: 30/Apr/2019 11:84 Hrs Lt Cargo Hoses Connected   Signed Cargo Documents   To: 30/Apr/2019 11:84 Hrs Lt Cargo Hoses Connected   To: 30/Apr/2019 11:84 Hrs Lt Cargo Hoses Connected   To: 30/Apr/2019 17:54 Hrs Lt Commenced loading   To: 30/Apr/2019 17:54 Hrs Lt Requested by shore   Hoses Connected   Disconnect   Commenced   To: 40/Apr/2019 18:30 Hrs Lt Requested by shore   To: 30/Apr/2019 18:30 Hrs Lt Reque	9/4 22/2019 00	-04 Une I 1	NOR tendera		
10:18   02-May-19   03-Apr-19   03-Apr-1					***************************************
Decomments on board   13:30   02-May-18   Fm: 30/Apr/2019 11:84 Hrs Lt Cargo Hoses Connected   Signed Cargo Documents   13:48   02-May-08   To: 30/Apr/2019 17:84 Hrs Lt Cargo Hoses Connected   Disconnect   Commenced   11:12   30-Apr-19   Fm: 01/May/2019 07:24 Hrs Lt Requested by shore   Hoses Connected   Disconnect   Commenced   07:44   02-May-18   To: 01/May/2019 07:24 Hrs Lt Requested by shore   Hoses Connected   Disconnect   Commenced   08:06   02-May-18   To: 01/May/2019 18:30 Hrs Lt   Requested by shore   O8:06   02-May-18   To: 01/May/2019 18:30 Hrs Lt   Requested by shore   O8:06   02-May-18   To: 01/May/2019 18:30 Hrs Lt   Requested by shore   O8:06   02-May-18   To: 01/May/2019 18:30 Hrs Lt   Requested by shore   O8:06   02-May-18   To: 01/May/2019 18:30 Hrs Lt   Requested by shore   O8:06   02-May-18   To: 01/May/2019 18:30 Hrs Lt   Requested by shore   O8:06   02-May-18   To: 01/May/2019 18:30 Hrs Lt   Requested by shore   O8:06   02-May-18   To: 01/May/2019 18:30 Hrs Lt   Requested by shore   O8:06   02-May-19   O7:04   O7:0			TIME OIL DOGS.	——————————————————————————————————————	
Signed Cargo Documents	10/A pr/2019 11	KA Mee I I	Cemo Hoces	Connected	******
Hoses Connect Disconnect Commenced 11:12 30-Apr-19 Fm: 01/May/2019 07:24 Hrs. Lt. Requested by shore Hoses Connect Disconnect Commenced 07:48 02-May-19 To: 01/May/2019 07:24 Hrs. Lt. Requested by shore Hoses Connect Disconnect Commenced 07:48 02-May-19 To: 01/May/2019 18:30 Hrs. Lt. Cergo Arms Disconnect Deballasting Disconnect Commenced 19:00 30-Apr-19 Fm: 02/May/2019 08:06 Hrs. Lt. Cergo Arms Disconnected Deballasting Discharge Discharge Disconnected 13:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 17:54 30-Apr-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 17:54 30-Apr-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30 01-May-19 To: 02/May/2019 13:30 Hrs. Lt. Cergo Docs onboard 18:30					**********
Hoses Connected Disconnect Commenced O7:48 02-May-19 Hoses Connect Disconnect Commenced O7:48 02-May-19 Hoses Connected Disconnect Commenced O8:06 02-May-19 Deballasting Disconnect Commenced O8:06 02-May-19 Deballasting Disconnect Commenced O7:48 02-May-19 Deballasting Disconnect Commenced O7:48 02-May-19 Deballasting Disconnect Commenced O7:48 02-May-19 Deballasting Disconnect Completed O7:48 01-May-19 Deballasting Disconnected O7:48 02-May-19 Deballasting Disconnected O7:48 02-May-19 Deballasting Disconnected O7:48 01-May-19 Loading Disconnected O7:48 01-May-19 Loading Disconnected O7:48 01-May-19 Loading Disconnected O7:48 02-May-19 TO: Commenced Sea Passage 04:30 02-May-19	IOIADII EO 19 11			1000118	,
Hoses Connect Disconnect Commenced 07:48 02-May-19 To:01/May/2019 18:30 Hrs Lt Hoses Connected Disconnect Disc	11Mav/2010 0	7:24 Mrc 1	t Reguested k	v share	
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Deballasting  Ballasting  Completed	on onchine Mich	8-06 H I	t Carno Arma	Disconnacted	************
Discharge   Ughtering   Commenced   17:54   30-Apr-19					*********
Oscharge   Ughtering   Interrupted SHIP   SHORE   STOP   O7:24   O1-May-19	LINDYILUIT 13	JOV NE L	r -eidn noce		
Loading Discharge   Itering   Resumed   18:30   01-May-19   Loading   Discharge   Uightering   Interrupted SHEP   SHORE   STOP   Loading   Discharge   Uightering   Resumed   Loading   Discharge   Uightering   Interrupted SHEP   SHORE   STOP   Loading   Discharge   Uightering   Resumed   Loading   Discharge   Uightering   Resumed   Loading   Discharge   Uightering   Resumed   Loading   Discharge   Uightering   Resumed   Loading   Discharge   Uightering   Interrupted SHEP   SHORE   STOP   Loading   Discharge   Uightering   Resumed   Loading   Discharge   Ui			12 mai mai mai <del>mai mai 16 de 17 de 17 de</del>		
Discharge   Uightering   Interrupted SHIP   SHORE   STOP	tur many kinded y Marchaed Lag		**************************************	era i bir dişa bredina payını desimi ş	
Loading Discharge   Itering   Resumed   Loading   Discharge   Ughtering   Interrupted SHIP   SHORE   STOP   C.P.E.D.  Loading Discharge   Ughtering   Resumed   Loading   Discharge   Ughtering   Interrupted SHIP   SHORE   STOP    Loading Discharge   Ughtering   Resumed   Loading   Discharge   Ughtering   Resumed   Loading   Discharge   Ughtering   Resumed   Resumed   Resumed   Loading   Discharge   Ughtering   Resumed   Res	. D 40.4 to 0 ¹⁰⁰⁻¹⁰⁰ -100-100-100-100-100-1		t de participat de la company de la comp	***************************************	~
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Loading Discharge   Hering   Resumed   Loading   Discharge   Lightering   Interrupted SHIP   SHORE   STOP   Loading   Discharge   Lightering   Resumed   Loading   Discharge   Lightering   Interrupted SHIP   SHORE   STOP   Loading   Discharge   Lightering   Interrupted SHIP   SHORE   STOP   Loading   Discharge   Lightering   Resumed   MASTER AEU   AGENT   1800   Loading   Discharge   Lightering   Lightering   Lightering   Lightering   Resumed   MASTER AEU   Loading   Discharge   Lightering   Lightering   Lightering   Lightering   Lightering   Lightering   Lightering   Resumed   Loading   Discharge   Lightering   Lightering				·····	
Loading Discharge Lightering Interrupted SHIP SHORE STOP  Loading Discharge Ship Resumed  Loading Discharge Ship Resumed  Loading Discharge Ship Shore Stop  Loading Discharge Ship Shore Ship Ship Ship Ship Ship Ship Ship Ship	/ CYES	Q,\		<u> </u>	
coading Discharge Shering Resumed  coading Discharge Utghtering Interrupted SHIP SHORE STOP  coading Discharge Interrupted SHIP SHORE STOP  coading Discharge Interring Resumed  coading Discharge Interrupted SHIP SHORE STOP  AGENT SINGUING  CONTAINION OF THE MINIOR STOP STOP STOP STOP STOP STOP STOP STOP	L///)	721		f	
Coeding   Discharge   Uightering   Interrupted SHIP   SHORE   STOP	≥\///.	<u>`</u> }≾∫		1	othe
Loading Discharge Intering Resumed  Loading Discharge Intering Resumed  Loading Discharge Intering Impleted  O7:24 02-May-19  Shifted From:  To:  Commenced Sea Passage  14:30 02-May-19	T/AII	0//	'		
Loading Discharge Chitering Chippleted 07:24 02-May-19 Shifted From: To: Commenced Sea Passage 14:30 02-May-19	VI XMM	1/2/	_ 1		1601
Loading Discharge Ontering Impleted 07:24 02-May-19 Shifted From: To: Commenced Sea Passage 14:30 02-May-19	ASTER AF	ミリブ	TA		
To: TERMINAL UNSPECTOR ODINATED TO Commenced Sea Passage 14:30 02-May-19	<u> </u>		_ //	100 JE	. ```
Commenced Sea Passage 14:30 02-May-19 (* O3/43-683 )		MOG 19	·/ / ·	11/2 JW1	ان والمبر
Collimenced Sea Fassage 14.30 (24way-15) ( 2 //// / ///////////////////////////	TE-NOIL	Burg	- N	ISPENDER!	1 dele
	ERMINAL	ESP.	<del>5</del>	WC///	<u> </u>
VESSELS TRIPET TOTAL TANA LEADS 1 ALONG 1 ALON	ERMINAL		u Bane	1.1001	763
AND JAHIMANA TO JAMIMANA	ERMINAL OON	12.	عوسوو	`` \\Z\\ \	<del>, 48) /</del>
Vessel's folder:Fixtures OP.03 TANKERS		CVEE	CPEEO, CPEEO, ASTER AEV ASTER AEV ON-BINIOG 19 PRIMAL 19	CPEEO  ASTER AEU  RMINAL MA	CPEED  ASTERAEU  ASTERAEU  AND

Issue Date:07.09.2011 Rev.00

MESSRS:						
		VESSEL :	M/T SI	PEEDWAY		
DJENO TE	RMINAL	PORT:	DJENO	O, REPUBLI	C OF CONG	0
		DATE:	02	/ Ma	ay /	2019
Dear Sirs,						
,	Sub	: Delay in car	rgo o	peration	1	
**************************************	-	ımber and siz			-	<u>ons</u>
Please be informed	f that my vessel	M/T SPEEDWAY	disp	oses	3 x 1	6 ⁴
connections in both	n ship's side mani	folds but you connecte	d	2 x 16"	carç	go arms/hoses
in BERTH	Djeno SBM	for the lo	ading	_of her can	go <u>N'K(</u>	OSSA
CRUDE OIL	on 2ND	<u>May 2019</u> as	a resul	t of which m	y vessel has	been delayed
in your port ofD	JENO, REPUBLIC	C OF CONGO and the	ne total	time require	d t loading	g her
cargo h	I'KOSSA C.O.	exceeded to ta	rget tim	e.		
·		wners and/or Chartere			claim accord	ing in due time.
			Yours f	faithfully,		
FOA.RECE						DEEDWAR
	MINAL DJENO	Captain		EVANGELO	S CHIOTISC	RAED
	POINTE NOIRE	, Master		M/T SPE	EDWAY	The state of the s
Acknowledged and	The state of the s	Bading Mart	گ		Sigr	1
Date: 02-0	_	Time:			Loc	ai
Name: MAPI		r€ in CAI	PITAL L	ETTERS		
FIXTURE		LOP.05				Page 1 of 1

Issue Date:07.09.2011 Rev.00

MESSRS:		
	VESSEL : M/T SPEEDWAY	
DJENO TERMINAL	PORT : DJENO, REPUBLIC OF CONGO	
	DATE: 02 / May / 2019	
Dear Sirs,		
<u>Re: Delay i</u>	n Loading due low loading rate	
Please be informed that due to your limite	d loading rate my vessel has been delayed at your port	
DJENO, REPUBLIC OF CONGO	on 2ND May 2019 and the total	,
	exceeds the target time in accordance with her maximum request	eď
loading rate of 106927 Bbls	/ Cubic Meters per hour.	
Terminal loading rate achieved:		
34300 Bbls / Cubic Meters pe	r hour.	
Annie Carrie de La		
Therefore, I serve you this notice of protes	et and hold you as cargo suppliers fully responsible for all costs,	
·	or loading and the consequences as well as that may arise by this	
reason, reserving the rights of my Owners	and/or Charterers and/or Agents to claim accordingly in due time.	
Kindly acknowledge receipt by returning the	se copies of this letter duly signed	
railary controlled toodpe by rotating t	c copies of this setter day signed.	
	Yours faithfully,	
FOR RECEIPT ONLY	REDWAL	
	(74(45) )5)	
TERMINAL DUENO	Captain EVANGELOS CHIOTIS PIRA	
TOTAL EAP CONGO #	Master M/T SPEEDWAY	
61 PONCE NOIRE		
Acknowledged and accepted by:	ina Master Sign	
Date: 12-05-19	Time: Local	
Name: MAPITY Alixe	in CAPITAL LETTERS	
FIXTURE	LODGE	(
FIATURE	LOP.06 Page 1	Of

Issue Date:07.09.2011

Rev.00

MESSRS:							
			VESSEL : M	/T SPEEDW	/AY		
DJENO	TERMINAL		PORT : D.	JENO, REP	UBLIC OF (	CONGC	)
The same of the sa			DATE:	May	1	2019	
Dear Sirs,	Cula i Baadh	sina Dalawa a			-414		
	Sub: Berr	ning Delays or	commen	cement	or Load	ing	
On behalf of m	y Owners, Opera	tors, Charterer's B/L	holders and P	& I Club I he	reby lodge	protest	and hold you
fully responsible	e in respect of de	lays in commencing	loading operati	on in portu	NO, REPUE	BLIC OF	CONGO
	for a period or	f <u>32:1</u>	2 hrs/min	till Pilot Boa	ırded.		
Manasi Tandasa	- 4 N-E 06 D	di 00TI	A	0040 -4	00 1	04 h	1
		diness on 29TH	April	2019 at		01 hi	
	•	ions and / or exempt	•	-	er Pany: _	10-Apr	-2019
under which the	s voyage is perfo	rmed, vessel is read	y to load her ca	rgo.			
Pilot boarded	30TH	April 2019	at 08 : 1	2 hrs.L.T.			
	erthed (ALL FAS		54 hrs L.T.		\pr/2019		
	_	ally responsible for all serving the rights of					•
Kindly acknow	vledge receipt by	returning the copies	of this letter du	ly signed.			
						DE	EDW
FOR.REC	EIPT.UNLY				1	40	之
			Yo	urs faithfully		ANQ.	) ]
TEI	MINAL DUE		Captain	EVANG!	ELOS CHIC	التاهي:	155
10	ALERDA NO	•	-			-	AAC
	TAME WORK	<b>*</b> ;	Master	M/T S	SPEEDWAY		
Acknowledged	and accepted by:	Leading M	a mata a			Sign	
	- 05 - 19	Tin	Je.			Local	ſ
		1×E		AL LETTER	s	Liva	•
1.12							
WTUDE			10044				Dan dor
IXTURE			LOP.14				Page 1 of

Issue Date:07.09.2011 Rev.00

MESSRS:							
	VESSEL : M/T SPEEDWAY						
DJENO TERMINAL	PORT : DJENO, REPUBLIC OF CONGO						
	DATE: 02 / May / 2019						
Door Stro							
Dear Sirs, Sub: Delay	y on delivery of cargo documents						
	alf of my vessel's owners and/or charters and/or Agents and B/L						
, <del>,</del> ,	ers fully responsible in respect of the delay on delivery of cargo						
	WT SPEEDWAY						
Vessel completed her loading in your	port DJENO, REPUBLIC OF CONGO						
berth SBM on	2ND May 2019 at 07 : 24 Hrs						
local time and cargo hoses disconnec	cted At 08 : 06 hrs After that vessel was awaiting						
the cargo documents which finally arr	rived on board on 2ND May 2019						
at 13 : 30 hrs,causing delay t	to my vessel of 05 : 36 hrs since completion of						
In view of the above I hold you fully re	esponsible for all the costs, expenses, losses as well as the reason, reserving the rights of all the above mentioned parties to						
In view of the above I hold you fully re consequences that may arise by this claim accordingly in due time.							
consequences that may arise by this claim accordingly in due time.	reason, reserving the rights of all the above mentioned parties to ing the copies of this letter duly signed.						
In view of the above I hold you fully reconsequences that may arise by this claim accordingly in due time.  Kindly acknowledge receipt by returning	reason, reserving the rights of all the above mentioned parties to ing the copies of this letter duly signed.						
In view of the above I hold you fully reconsequences that may arise by this claim accordingly in due time.  Kindly acknowledge receipt by returning the control of the cont	reason, reserving the rights of all the above mentioned parties to ing the copies of this letter duly signed.  Yours faithfully,  Captain  EVANGELOS CHIOTISA, RAEUS  MAT SPEEDWAY						
In view of the above I hold you fully reconsequences that may arise by this claim accordingly in due time.  Kindly acknowledge receipt by returning the control of the cont	reason, reserving the rights of all the above mentioned parties to ing the copies of this letter duly signed.  Yours faithfully,  Captain  EVANGELOS CHIOTISA, RAEUS  MAT SPEEDWAY						
In view of the above I hold you fully reconsequences that may arise by this claim accordingly in due time.  Kindly acknowledge receipt by returning FOR.RECEIPT UNLY	reason, reserving the rights of all the above mentioned parties to ing the copies of this letter duly signed.  Yours faithfully,  Captain  EVANGELOS CHIOTISA, RAEUS  MAT SPEEDWAY  Sign						

Issue Date:07.09.2011

Rev.00

MESSRS:	:							
			•	VESSEL : M/T SPEEDWAY		_		
DJE	NO TERMINAL			PORT : DJENO, REPUBLIC OF CONGO				
		The Control of the Co		DATE: 02 / May	, <b>/</b> 20	19		
Dear Sirs,	<u>Re :</u>	Delays/	Stoppage	s imposed by Termi	nal			
	•		•	delays/stoppages imposed by y	our Terminal to	the a		
named vess	sel during her pr	resent call at		Djeno SBM		······································		
From:		То:			in the late way - April 1991 to a boundaries			
Date	Time	Date	Time	Due to:		_		
29-Apr-19	00:01 hrs	30-Apr-19	08:12 hrs	From NOR tendered to Pilot on E	Board			
30-Apr-19	11:54 hrs	30-Apr-19	17:54 hrs	Fm: Hoses Connected To: Co	mmenced load	ing		
01-May-19	07:24 hrs	01-May-19	18:30 hrs	Loading interrupted (requeste	d by shore)			
02-May-19	08:06 hrs	02-May-19	13:30 hrs	Fm: Hoses Disconnected To:	Cargo Docs on	boa		
*··	hrs		hrs					
<b></b>	hrs		hrs					
	hrs		hrs		······································			
	hrs		hrs					
solely respo take all act Kindly ackno	nsible for any c	osts, damage be considere t of this letter	e, or claims ari	and Charterers, I hereby lodge sing from the aforesaid, and re o protect the interest of thos ordingly.  Yours faithfully,	eserve the rights	s to		
_	TOTAL BOTH SO TO		ding M.	Captain EVANGELOS  Master M/T SPEEI  The company of				
IXTURE			L	DP.15		Page		

Issue Date:07.09.2011 Rev.00

### **NOTICE OF READINESS**

MESSRS:					
PHILADELPHIA ENERGY	VESSEL	: M/T SPEE	DWAY		<u> </u>
SOLUTIONS	PORT	: BIGSTON	E ANCHO	RAGE, US	<u>A</u>
	DATE	: 20 /	May		2019
		•			
Dear Sirs,					
I hereby tender you the good M/T vess	el <u>M/T</u>	SPEEDWA	<u>.Y</u>	under my	command
which anchored at port of BIGSTONE AND	HORAGE, USA	on on	20TH	May	**************************************
2019 at 15 : 42 hrs local time, and as fi	rom today 20	НТО	May	2019	
at 15: 42 hrs local time, she is ready	in all respects to	commence		discharg	ing
of her cargo N'KOSSA CRUDE OII	as po	er terms,con	ditions, pr	ovisions an	d/or exemption:
of the governing Charter Party dated 10Ti	4 April	201	9 under wi	nich this vo	yage is
performed.					
			The state of the s	<del></del>	
I MIA/C	Energy Solution argoma <b>ktete</b> r J Clarke Time:	,64	NGELOS (	CHIOTIS	1
Name: Euc. Oa		PITAL LET		<u></u>	
O -					

**FIXTURE** 

LOP.01

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Issue Date:07.09.2011 Rev.03/15.11.2016

VESSEL: SPEEDWAY   PORT: BIGSTONE ANCHO			E:   2	0-21/May/	2019	BERT	H:1	OSG 350A	ISION
LOAD/DISCHARGE CARGO: N'KOSSA CRUDE OIL		UANTITY					BBLS	Ø 60	
20/00/00/00/00/00/00/00/00/00/00/00/00/0	<del>                                     </del>		-			5.982		API/SC	
	TIME	DATE							42.14
EOSP/STBY ENGINES	13:30	20-May-19			NUM	BER (	OF TUG!	SUSED	
Arrived Pilot Station	13:42	20-May-19	MOOF	RING UN	MOO	RING	SHIFTI	NG ESC	CORTING
N.O.R. Tendered	15:42	20-May-19		-	-				*
N.O.R. Accepted	17:48	20-May-19			ROB	- ARF	IVAL (E	.O.S.P.)	
Free Pratique Granted		1		HFO HS			OLS		MGO HS
Pilot On Board	13:42	20-May-19		315.8	MT	-	MT		MT
Pilot Off ② On □	15:48	20-May-19	-	DO/MGO L			BOILS		TER
	10.40	20-May-18	Name and Address of the Owner, where	24.3	MT		5 LTRS		MT
	<del></del>	<del> </del>	<del>                                     </del>					R RECEIVE	
Pilot Off On O		<del> </del>	<del>                                     </del>		LENS				AGO HS
Pilot Off On On	ļ		<b></b>	HFO HS		<u> </u>	OLS	MUUN	
Pilot Off	45.45		ļ	-	MT	111	MT	<del>                                     </del>	MT
Anchored	15:42	20-May-19	ML	DOMGO L			OILS		TER
Anchor Up	ļ		<del> </del>	-	MT	-	LTRS		MT
Anchored		ļ					SAILIN		
Anchor Up		ļ	<del>  </del>	HFO HS			OLS	MDO/I	AGO HS
Anchored	<b> </b>	ļ	<u> </u>		MT		MT		MT
Anchor Up	ļ	<u> </u>	MC	OO/MGO L			OLS		TER
Tug Boat(T.B) Fasted	ļ	<b> </b>		*	MT		0 LTRS		MT
T.B: Fasted Unfasted		<u> </u>					QUANT		
T.B: Fasted Unfasted			PAF	RCEL 1	F	PARCE	L 2	PARC	
T.B: Fasted Unfasted	<u></u>				<u></u>		]	·	BBLS
T.B: Unfasted				0	<u> </u>				MT
First Line Ashore	16:12	20-May-19							LT
All Fast	16:48	20-May-19				V.E.F.	APPLIE	D	
Commenced Unmooring	23:42	20-May-19							BBLS
Completed Unmooring - Left Dock	23:54	20-May-19							MT
Commenced Gauging	16:00	20-May-19							LT
Completed Gauging	17:18	20-May-19	STS	OPERA'	TION	7	IME	DATE	
Calculations Completed	17:48	20-May-19	STS C	HECK LIS	T 2				
Commenced Gauging			STS C	HECK LIS	Т 3				
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Documents on board			***********					4 - 548 6 x 244 2 5 244 244 244 244 24	
Signed Cargo Documents				***************************************	********		***********	*********************	
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Hoses Connected  Disconnect	17:48	20-May-19		**************	41				
Hoses Connect ☐ Disconnect ☑ Commenced	22:48	20-May-19	*********		*	***********		**************************************	
Hoses Connected Disconnect 2	23:36					************	*********	hanada pan a maani bhanaccaab a ra	
Deballasting Ballasting Commenced	20.00	20-May-19				***********			
Deballasting			************	~~~	******	**********		15 ty 10 % pole type 7 65 a december 5 years	
Loading Discharge Lightering Commenced	18:24	20-May-19				4 May 14 WAR #2 \$42 *	************	. + # # # # # # # # # # # # # # # # # #	
Loading Discharge Lightering Interrupted SH&P SHORE STOP	10.24	20-May-18	**********		*******		- 1840 - 110 444		***************************************
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Commenced Sea Passage			-		A	SÇ			
Vessel's folder.Fixtures	OP.03 T	ANKERS				~ 4	age	of	

IEREUS SHIPPING S.A.

Issue Date:07.09.2011 Rev.00

Dear Sirs,  Sub: Delay in cargo ope  due to number and size of sh  Please be informed that my vessel M/T SPEEDWAY dispose connections in both ship's side manifolds but you connected in BERTH OSG 350 for the discharging or	May / 2019  ration ore connections  as 3 x 16" 2 x 12" cargo arms/hoses f her cargo N'KOSSA which my vessel has been delayed a required t discharging her  eivers fully responsible for all costs, quences as well as that may arise by this
DATE: 20 /  Dear Sirs,  Sub: Delay in cargo ope  due to number and size of sh  Please be Informed that my vessel M/T SPEEDWAY dispose connections in both ship's side manifolds but you connected  BERTH OSG 350 for the discharging or  CRUDE OIL on 20TH May 2019 as a result of an your port of BIGSTONE ANCHORAGE, USA and the total times are N'KOSSA C.O. exceeded to target time.  Therefore, I serve you this notice of protest and hold you as cargo receive the serve and losses for extra time used for discharge and the consequences.	ration Pore connections  Ses 3 x 16"  2 x 12" cargo arms/hoses If her cargo N'KOSSA Which my vessel has been delayed Perequired t discharging her  Reivers fully responsible for all costs, quences as well as that may arise by this
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Yours faith	PIRAES
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	DI GELLOWA!
cknowledged and accepted by M. Mack	Sign
ate: Lightering Adimeso!	Local
ame: OSG in CAPITAL LET	TERS
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TURE LOP.05	Page 1 of

Issue Date:07.09.2011 Rev.00

	VESSEL : M/T SPEEDWAY
QSG 350/VISION	PORT : BIGSTONE ANCHORAGE, USA
	DATE: 20 / May / 2019
Dear sirs,	: Delay in Discharging due to limited
<u>N</u> ¢	Discharging rate requested.
Please be informed that during di	ischarging the cargo NKOSSA Crude Oil due to
limited capacity of your lines, the	back pressure on ship's manifolds maintained all times as maximum requested
by terminal 50000	BBLS/HR and the discharging rate calculated about
47746 BBL	.S/HR
Due to the above mentioned disc	charging limitation my vessel has been delayed at your port and the total time
required to discharge her cargo o	
Therefore I serve you this notice for extra time used for dischargin	that I hold you as cargo receivers fully responsible for all costs, expenses and losses
Therefore I serve you this notice for extra time used for dischargin	that I hold you as cargo receivers fully responsible for all costs, expenses and losses  g
for extra time used for dischargin	that I hold you as cargo receivers fully responsible for all costs, expenses and losses  g
Therefore i serve you this notice for extra time used for dischargin reason, reserving the rights of my	that I hold you as cargo receivers fully responsible for all costs, expenses and losses are 1.6 hrs and the consequences as well as that may arise by this y Owners Charterers and/or Agents to claim accordingly in due time.  Yours faithfully,  Yours faithfully,  Captain EVANGELOS CHIOTIS
Therefore I serve you this notice for extra time used for dischargin reason, reserving the rights of my Brian M.  Lightering OSC	that I hold you as cargo receivers fully responsible for all costs, expenses and losses g
Therefore I serve you this notice for extra time used for dischargin reason, reserving the rights of my Brian M.  Lightering Acknowledged and accepted by:	that I hold you as cargo receivers fully responsible for all costs, expenses and losses ag 1.6 hrs and the consequences as well as that may arise by this y Owners Charterers and/or Agents to claim accordingly in due time.  Yours faithfully,  Yours faithfully,  Captain EVANGELOS CHIOTIS  Advisor Master M/T SPEEDWAY  Sign
Therefore I serve you this notice for extra time used for dischargin reason, reserving the rights of my Brian M.  Lightering .  Acknowledged and accepted by:  Date:	that I hold you as cargo receivers fully responsible for all costs, expenses and losses g 1.6 hrs and the consequences as well as that may arise by this y Owners Charterers and/or Agents to claim accordingly in due time.  Yours faithfully,  Yours faithfully,  EVANGELOS CHIOTIS  Advisor  Master  MT SPEEDWAY  Sign  Local
Therefore I serve you this notice for extra time used for dischargin reason, reserving the rights of my Brian M.  Lightering Acknowledged and accepted by:	that I hold you as cargo receivers fully responsible for all costs, expenses and losses g 1.6 hrs and the consequences as well as that may arise by this y Owners Charterers and/or Agents to claim accordingly in due time.  Yours faithfully,  Yours faithfully,  EVANGELOS CHIOTIS  Advisor  Master  MT SPEEDWAY  Sign  Local

Issue Date: 07.09.2011 Rev.01/23.05.2014

#### **PUMPING DATA**

Vessel:

MITSPEEDWAY

NEOSSA

Port: BIGSTONE, USA /050- 350

	PU	ARGO MP	PU	ARGO MP	PU	ARGO MP	,,,,,	NIFOLDS Kgr/cm			Hourly	Remarks
TIME	RPM	Delivery Pressure Kgr/cm2 - PSI	RPM	Delivery Pressure Kgr/cm2 - Psi	RPM	Qelivery Pressure Kgr/cm2 - PSI	No.1	No.2	No.3	No.4	Discharge Rate	(see below)
18:24	023	3.0	_	-	_	_	40	40	_	~		B
18:54	650	3,6	650	3,0			1,5	1.5	************************************	************		В
19:12	900	4.0	300	4,0	eda 1700 f 80 777 94 henn 1 man 1 m		3.2	3.2	49944844194***		*****************	В
15:18	1020	8.0	1020	8.0	<b></b>		5.2	5.2		_	***************************************	B
20:00	1050	8,0	1050	8,0	****		5,2	5,2	_	<b></b>	6088	8
21:00	10 <u>&gt;</u> 0	Qg	1050	8,0	-		5,2	5,2			58585	B
22,∞	1050	78,0	1050	8,0			5,2	5,2		******	35652	ß
22:24	500	٥٫٥	300	5.0	-		3,2	3,2				B
22:30	700	4.3	₹00	4,3		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,8	1,8				5
22:36	700	3,5			***************************************		0,8	0,8		-		B
22:46	SO MEI	ere P	Dzschi	razno	OPER	אטצעא	. og 18842 by de 1 4 5 1 5 1 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	 		******************		<u> </u>
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	18:24 18:54 15:12 15:18 20:00 21:00 22:00 22:00 22:30 22:30	RPM	RPM Pressure   RPM   Pressure     RPM   Pressure     RPM   Pressure     RPM   Pressure     RPM   Pressure     RPM   Pressure     RPM   Pressure     Pressure     RPM   Pressure     Pressure     RPM   Pressure     Pressure     RPM   Pressure     RPM   Pressure     RPM   Pressure     RPM   Pressure     Pressure     RPM   Pressure     Pressure     RPM   RPM   RPM     RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RPM   RPM   RPM     RPM   RP	RPM Pressure RPM	RPM Pressure RPM Pressure RPM Pressure Rgr/cm2 - PSi RPM Pressure Rgr/cm2 - PSi RPM Rem2 - PSi RS - PS	RPM   Pressure   RPM   Pressure   RPM	RPM	RPM   Pressure   RPM   Pressure   RPM   Pressure   RPM   R	RPM   Pressure   RPM   Pressure   RPM   RPM   Pressure   RPM   R	RPM	RPM   Pressure   RPM   Pressure   RPM   Pressure   RPM   Pressure   RPM   RPM   Pressure   Rpm   Rpm	RPM Pressure Kgr/cm2 - PSI RPM Pressure Kgr/cm2 - PSI No.1 No.2 No.3 No.4 Rate  18:24 650 3.0 4.0 10

Remarks Code:

"A" Stop Discharge at Shore request

"E" Slow Discharge by Vessel

"J" Discharging Lines through MARPOL

Slow Discharge at Shore Request Stripping Educting Cargo tanks

Crude Off Washing Low Level Tanks

Stop Discharge by Veasel

Discharging Slops

LIMPIOS MARIOS

Brian M. Mack

Page 01

Chief Offices

Vessel's Folder:FIXTURE, OP-16

Issue Date:07.09.2011 Rev.03/15.11.2016

LGADINISCHARGE CARGO	STATEM						ni Wating personal disease		
TIME   DATE									HORIZON
A71	LOAD/DISCHARGE CARGO: N'KOSSA CRUDE OIL	B/L C	VANTITY	<u>':                                    </u>					
COSPINSTRY ENGINES					11704	45.982	M.T.	API/SG	
Ammed Piels Sation	FACRICITAL ENGINES	TIME	DATE	<b></b>	***	·			42.14
N.O.R. Accepted   23:36   20-May-19   ROB - ARRIVAL (E.O.S.P.)   First Prelique Granted   HFO NS			<u> </u>	LICONICAL					
N.O.R. Accepted	Arrived Pilot Station	1	<del> </del>		UNMOC	KING	SHIFTII	NG E	SCORTING
First Printipue Granted		23:36	20-May-18	1		1	B / A / -		
Pilot Of   On									
MDOM/GOLS			ļ	4				MDC	
Pilot Of   On		4	<u> </u>					<del>  -</del>	
Pilot Of					OLS	4			VATER
PRO IT				1					
Piet Off				BU	INKER:	S/LUBs	WATER	RECEIV	/ED
15:42   20-May-16   MOOMGO LS   LUB CILS   WATER Mnchord				HFO H	S	HF	OLS	MDC	MGO HS
Anchor Up	Pilot Off			-	MT	-		-	MT
ROB = SALING   ROB   SALING   RAPORTS   REPOILS   MDORRGO HS   RAPORTS   MDORRGO HS   RAPORTS   MDORRGO HS   RAPORTS   MDORRGO HS   MT   MT   MT   MT   MT   MT   MT   M	Anchored	15:42	20-May-19	MDO/MG	OLS	LUB	OILS	И	VATER
Anchor Up	Anchor Up			•	MT	-	LTRS	-	MT
MT	Anchored					ROB -	SAILIN	G	
MDOMGG LS LUB GILS WATER	Anchor Up			HFO H	S	HF	OLS	MDC	/MGO HS
Tup Bootf, Bit Fasted	Anchored	T			MT	-	MT	T -	МТ
F.B. Fasted   Unfasted   PARCEL 1   PARCEL 2   PARCEL 3	Anchor Up	1	I	MDO/MG0	OLS	LUB	OILS	N N	/ATER
F.B. Fasted   Unfasted   PARCEL 1   PARCEL 2   PARCEL 3	Tug Boat(T.B) Fasted	T	I		MT	-	LTRS		MT
F.E. Feated   Unfasted   Unfast					C	ARGO			
F.F. Fasted   Unfasted   Infasted   Infast		1		PARCEL '					RCEL 3
F.B. Unfasted		1							
STEP	T.B: Unfasted	1			1	····	-+		
AUF East  Commenced Unmooring  OS:30 21-May-16		00:12	21-May-18		$\dashv$	·····			
December	All Fast	<del></del>				V.E.F.	APPLIE	D	
Commenced Gauging							T	<del></del>	BBLS
Commenced Gauging					_	***************************************			
STS OPERATION TIME DATE		<del> </del>						~···	
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Delays of commencement of operation, cargo docs delay, etc						PAGES	MEI AV	CIDEACO	NOE (e.c.
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Disconnect   Disconnect   Disconnect   Commenced   O4:48   21-May-19		<b></b>		**************************************			erre parable de datas e	PT \$114942 *4747 PREF T 4 PT	
Discharge   Ughtering   Discharge   Discharge   Ughtering   Discharge   Discharge   Ughtering   Discharge   Discharge   Ughtering   Discharge   Ughtering   Discharge   Disc		1		***************************************	1-42-14-7 <del>00</del> 2-1-14-14-1	**********		a. 41 <b>0 100 100 100 100 1</b> 00 100 100 100 100 1	
Deballasting Ballasting Commenced  Deballasting Ballasting Completed  Oeding Discharge Lightering Commenced  Oeding Discharge Lightering Commenced  Oeding Discharge Lightering Interrupted SHIP SHORE STOP  Oeding Discharge Lightering Resumed  Oeding Discharge Lightering Interrupted SHIP SHORE STOP  Oeding Discharge Interrupted SHIP SHORE STOP  OEDING SHORT S				***************	Magazini (M) 271244			***************************************	
Deballasting Ballasting Completed  oeding Discharge Lightering Commenced  oeding Discharge Lightering Interrupted SHIP SHORE STOP  oeding Discharge Lightering Resumed  oeding Discharge Lightering Resumed  oeding Discharge Lightering Resumed  oeding Discharge Lightering Interrupted SHIP SHORE STOP  INSPECTOR (\$6)  TERMINAL INSPECTOR (\$6)		05:18	21-May-18		#1.0 Popus 1. pay	***********	**********	4 - 4	*****
osding Discharge   Lightering   Commenced   D2:00   21-May-19   Osding   Discharge   Lightering   Interrupted SHIP   SHORE   STOP   Osding   Discharge   Lightering   Lightering   Interrupted SHIP   SHORE   STOP   Osding   Discharge   Lightering   Lig				<b>Par ting begation has associately regress</b> 14 to			**************************************	,	
Discharge   Ughtering   Interrupted SHIP   SHORE   STOP		لـــبــــــــــــــــــــــــــــــــــ		***************************************	******	***********	*******		
osding Discharge Lightering Resumed Tinterrupted SHIP SHORE STOP  osding Discharge Lightering Resumed  osding Discharge Lightering Resumed  TERMINAL INSPECTOR CSO  Commenced Sea Passage		02:00	21-May-19	**************	************		*************		
osding Discharge Utghtering Interrupted SHIP SHORE STOP  osding Discharge Utghtering Resumed  osding Discharge Utghtering Interrupted SHIP SHORE STOP  osding Discharge Utghtering Interrupted SHIP SHORE STOP  osding Discharge Utghtering Interrupted SHIP SHORE STOP  osding Discharge Utghtering Resumed  osding Discharge Interrupted SHIP SHORE STOP  TERMINAL INSPECTOR CSO  Commenced Sea Passage	Loading Discharge Ughtering Interrupted SHIP SHORE STOP	<u> </u>		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			***********		
Discharge   Disc				differency his part response blanks of the graph	m	***********	*******************************	·*************************************	
Discharge Utghtering Interrupted SHIP SHORE STOP  Deading Discharge Utghtering Resumed  Discharge Total Resumed  Discharg				1 <b>8 Marian</b> kangas 1944an (J. 1841 ² *	*********				
oading Discharge lefting Resumed  oading Discharge lefting Resumed  oading Discharge shering s	Loading Discharge dering Resumed			** ***********************************			********	. 4 5-9-7-7-9-9-7-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
Discharge Discharge Discharge Shering Resumed Discharge	Loading Discharge Lightering Clinterrupted SHIP SHORE STOP					Ω	and a sele barrers	(81M2(12+++)M-+++++	
adding Discharge phiering Resumed adding Discharge Ughtering Interrupted SHIP SHORE STOP adding Discharge Ughtering Resumed  MASTER AGENT  AGENT  AGENT  AGENT  AGENT  AGENT  AGENT  Commenced Sea Passage  TERMINAL  INSPECTOR  SO	Loading Discharge Disering Resumed			10	EUNV.	12	************		
Discharge   Disc	Loading Discharge Lightering Cinterrupted SHIP SHORE STOP					X		2 mars 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2	
osding Discharge Intering Resumed osding Discharge Intering Resumed Od:48 21-May-19 PIRMINAL  INSPECTOR OSD  Commenced Sea Passage	Lasding Discharge attening Resumed			1001	1-12	7			
oading Discharge Uphlering Impleted 04:48 21-May-19 Shifted From: To: TERMINAL INSPECTOR 056	Loading Discharge Lightering Interrupted SHIP SHORE STOP			1-1	/ IN	10,00		in l	1 . i 18
oading Discharge Uphlering Impleted 04:48 21-May-19 Shifted From: To: TERMINAL INSPECTOR 056	Loading Discharge Inhlering Resumed			MASTER		101	Ā	GENT /	0 111
Shifted From: To: TERMINAL INSPECTOR 036		04:48	21-May-19	1.	NIE	(A)		/// //	Col His
To: TERMINAL INSPECTOR 056	Shifted From:	1		1900	FIL			<i>(( ])</i>	アノいけ
Commenced Sea Passage	To:	$\vdash$		TERMINA	\L		11	NSPECT	OR TYP A
							"	/ ·· / · · ·	050
	Vessel's folder:Fixtures	OB 03 T	ANKEDE		······································	D.	<del>/</del>		

Issue Date:07.09.2011 Rev.00

MESSRS:				
		VESSEL : M/T SPEEC	YAW	
OSG 351/H	IORIZON	PORT : BIGSTONE	ANCHOR	AGE, USA
		DATE : 21 /	May	/ 2019
Dear Sirs,	•	<b>D</b> .1		
		: Delay in cargo oper imber and size of she		nections
Please be informe	d that my vessel	M/T SPEEDWAY disposes	i	3 x 16"
connections in bot	th ship's side mani	folds but you connected	2 x 12"	cargo arms/hoses
in BERTH	OSG 351	for the discharging of	her cargo	N'KOSSA
CRUDE OIL	on 21ST	May 2019 as a result of w	hich my ve	ssel has been delayed
in your port of	BIGSTONE ANCH	ORAGE, USA and the total time	•	·
	N'KOSSA C.O.	exceeded to target time.		
		Yours faithfu	ully,	SO EEDWAY
				PIRAE
			IGELOS CH	
		Master M/	T SPEEDW	AY
Acknowledged and				
LOUIS CHIPCABOO BLIC	d accepted by:			Sign
Date: 21/	d accepted by:	Time: 0600		Sign Local
Date: 21/3	d accepted by:	Time: 0600 in CAPITAL LETT	  ERS	Sign Local
Date: 21/3 Name: 53	3/19 / L. Hazzad	in CAPITAL LETT	ERS	_
- 1	Secrepted by:	in CAPITAL LETT	ERS	_

:REUS SHIPPING S.A. RAEUS

Issue Date:07.09.2011 Rev.00

MESSRS:										
		VESSEL : M/T SPEEDWAY								
OSG 351/HORIZO	ON	PO	RT : BIGS	TONE	ANCHORA	GE, U	<u>SA</u>			
	Berger Phage Annique Garage	DA	TE: 21	1	May		2019			
Dear sirs,	Re: Del	ay in Discha	raina (	due to	o limite	d				
		ischarging r				<b>=</b>				
Please be informed th	at during discharg	ing the cargo	1	KOSS	A Crude (	Dil	due to			
limited capacity of you	ir lines, the back p	ressure on ship's	manifolds	maintai	ned all time	es as n	naximum requested			
by terminal	60000	BBLS/HR	and the	dischar	ging rate ca	alculat	ed about			
38790	BBLS/HR	SEPTE								
Due to the above mer	ntioned discharging	g limitation my ves	sel has be	en dela	yed at your	port a	ind the total time			
required to discharge	her cargo of	NKOSS	A Crude	Oil		вхсеес	led the target			
time in accordance wi	th her normal disc	harging rate	754	78	BBLS	/HR				
		١	ours faith	fully,						
Acknowledged and ac Date: 21/5/18 Name:	Idean [	time.	tainster	M/T	SPEEDWA Sign Loca	CHIS	PIRAL			
XTURE	captons	LOP.16					Page 1 of			

Issue Date:07.09.2011 Rev.01/23.05.2014

#### **PUMPING DATA**

Vessel:

MIT SPEEDWAY

NEOSSA , C.O.

Port: BIGSTONG, USA /OSG 351

		1	CARGO IMP	NO.2 C	ARGO MP	NO.3 C	ARGO MR	MA	NIFOLDS Kgr/cn	PRESSU 1 ² - PSI	IRE	Hourty	
DATE	TIME	RPM	Delivery Pressure Kgr/cm2 - P81	RPM	Delivery Pressure Kgron2 - P81	RPM	Delivery Pressure Kpjun2 - PSI	No.1	No.2	No.3	No.4	Discharge Rate	Remarks (see below)
21 1972019	0200	650	1,0	<b>-</b>				0,7	0,7		_		B
ZIMAYZOIS	0230	650	3,0	650	3,0			1,4	1,4				8
211472019	0236	900	5,5	900	5,5			3,0	3,0				D
ZIMAYROIS	0242	1100	7,5	1100	7,5			48	4.8		<u> </u>		B
27472019	0700	1100	7,5	1100	7,5			4,8	uß	•	<u> </u>	37588	ß
21447 2019	0398	900	6,0	900	6,0			217	27		_		В
ZIMAY 2019	0400	500	6,0	500	6.0		-	7,5	2,7	-		51791	ß
ZIMAYZO 19	0418	800	5,5	800	5,5			2,0	2,0	: : : :		•	B
ZIMA72019	0420			800	3,0		_	1,0	1,0			_	B
214845013	<b>6946</b>	COMPL	rep by	SCHAR	67NG	OPERA	1200	ļ				***************************************	<u>, r</u>
			İ	,						; ;		***************************************	***********************
	Maria 1000 00 1000 00 100 100 100 100 100 10			***************************************	225020000140041111111111	***************************************						***************************************	***************************************
				· · · · · · · · · · · · · · · · · · ·							ļ		
Pamarks Coda :			<u>:</u>		<u>;</u>	<u></u>			<u>!</u>		<u> </u>		

Remarks Code:

"A" Stop Discharge at Shore request

"E" Slow Discharge by Vessel

"J" Discharging Lines through MARPOL

Slow Discharge at Shore Request Stripping Educting Cargo tanks

Crude Oil Washing Low Level Tenks

Stop Discharge by Vessel

Discharging Slope

Terminal Representative

**OP.31 TANKERS** 

LIMNIOS MARIOS Chief Officer

Vessel's Folder.FIXTURE, OP-16

Issue Date:07.09.2011 Rev.03/15.11.2016

S I A I E M	Control of the Contro				T. 1.3		TABISAN.
VESSEL: SPEEDWAY PORT: BIGSTONE ANCHO						OSG 351/F	HORIZON
LOAD/DISCHARGE CARGO: N'KOSSA CRUDE OIL	B/L G	UANTITY		05545.0			
	TIME	TRIVE		7045.98	2 M.I.	API/SQ	40 44
EOSP/STBY ENGINES	III	DATE		HIMPED	OF TUGS	PUCED	42.14
Arrived Pilot Station	<del> </del>	<del> </del>		OORING			COOPTING
	05.40	ļ	<del>}</del>	OURING	Shirili	NG E	SCORTING
N.O.R. Tendered	05:18	21-May-19		-		000	-
N.O.R. Accepted	<del> </del>	<del> </del>			RIVAL (E		
Free Pratique Granted		<u> </u>	HFO HS		HFO LS	MDC	MGO HS
Pilot On Board	<u> </u>		1	MT	. MT	<u> </u>	MT
Pilot Off On O			MDO/MGO LS	L	UB OILS	V	VATER
Pilot Off  On			424.3	MT 904	45 LTRS	450	) MT
Pilot Off On O			BUNK	ER8/LUI	SOWATE	R RECEIV	/ED
Pilot Off On On	T		HFO HS		IFO LS	MDC	MGO HS
Pilot Off				MT	MT	-	MT
Anchored	15:42	20-Mey-18	MDO/MGO LS	LI	JB OILS	V	VATER
Anchor Up	<u> </u>			MT .	LTRS	3 -	MT
Anchored				ROE	- SAILIN	G	
Anchor Up	***************************************	1	HFO HS		IFO LS		/MGO HS
Anchored	1	1	- 1	MT .		T -	MT
Anchor Up	1	1	MDO/MGO LS		JB OILS	W	VATER
Tug Boat(T.B) Fasted	1	<del>                                     </del>		MT .			MT
T.B: Fasted Unfasted	<del>                                     </del>	<del>                                     </del>			O QUANT		······································
T.B: Fasted Unfasted	<del>                                     </del>		PARCEL 1	PARC			RCEL 3
T.B: Fasted ☐ Unfasted☐					<del></del>		BBLS
T.B: Unfasted		<del> </del>				······································	MT
First Line Ashore	06:42	23-May-19	<del> </del>	***************************************			TLT
All Fast	07:24	23-May-19		1/51	. APPLIE	<u>. n</u>	<u> </u>
Commenced Unmooring	16:12	23-May-19		V.E.	· AFFEIL		BBLS
Completed Unmooring - Left Dock	16:12	23-May-19	<b></b>		<del></del> +		MT
Commenced Gauging					+		LT
Completed Gauging		23+ay-19	STS OPERAT	ON I	TIME		
	19:00	23-May-19			IIME	DATE	
Calculations Completed	19:30	23-May-19	STS CHECK LIST			***************************************	
Commenced Gauging	ļ		STS CHECK LIST				
Completed Gauging	ļ		STS CHECK LIST				
Calculations Completed			STS CHECK LIST				
Commenced Gauging			REMARKS/STO				
Completed Gauging			Delays of com			eration, c	argo docs
Calculations Completed				de	lay, etc )		
Commenced Gauging			********************************			** \$44 \$1 \$1 \$00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	-
Completed Gauging			Fm: 21/May/2019 et			-	<b></b>
Calculations Completed			To : 23/May/2018 at	08:06 Hrs	Lt Hoses C	onnected	**** ** * * * * * * * * * * * * * * *
Final API received			4 30-464 4 \$1657 > 7 66 5 10 4 453 \$4 \$7 \$10000 \$4,500004 = -		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		hard lang pana naga naga pibar ya a sa a pana a
Documents on board				.,	**************	**************************************	
Signed Cargo Documents			***************************************	13 mr 6,55 on 2 5 1 44 5 7 mg 7:	*************		
Hoses Connect Disconnect Commenced	07:24	23-May-19	**************************************	····	, s. s. <del> </del>	r, grid a weeks, it a han a t Enward	
Hoses Connected Disconnect	08:06	23-May-19		100m277243446 10 10 10 10 10 10 10 10 10 10 10 10 10	q . 2/4/# 028 ######## # Pr Rq		**************
Hoses Connect Disconnect Commenced	15:24	23-May-19	t high to a prompt has a public a little has been being be a	*****	- 1 94 - 91 Person Floor, pag 21 22		
Hoses Connected Disconnect 🖸	16:00	23-May-19	**************	**************			*************************************
Deballasting	08:24	23-May-19	**************************************			r agar a sang pada danah dari sa	
Deballasting	15:00	23-May-19			****************		
Loading Discharge Lightering Commenced	08:24	23-May-19	. Milaka (m. 1970) Pr 1984 (1987) 197 (1987) (A. 1987) (A.	Bi Malana da sabilar			
Loading Discharge Lightering Interrupted SHIP SHORE STOP							
Loading Discharge Latering Resumed							
Loading Discharge Lightering Interrupted SHIP SHORE STOP							
Loading Discharge Aering Resumed							
Loading Discharge Lightering interrupted SHIP SHORE STOP			. /	1			
Loading Discharge Laring Resumed			FOE 87		,1777744166164174744		
Loading Discharge Lightering Interrupted SHIP SHORE STOP			15575	4	**************************************		
Loading Discharge Inhering Resurred			15/1/67	121	*****************	**************************************	
Loading Discherge Lightering Interrupted SHIP SHORE STOP			(=) / talks	./ </td <td></td> <td>_</td> <td></td>		_	
Loading Discharge phtering Resumed			MAGTER	11	7	AGENT	
Loading Discharge Inhtering Impleted	15:24	23-May-19	12	4			/_
Shifted From:			ASTRACK	En	050	A STATE OF THE PARTY OF THE PAR	A CONTRACTOR OF THE PARTY OF TH
To:			TERMINAL		<u> </u>	NSRECT	OR.
Commenced Sea Passage			RJOHNSON	J	,		mes . e./
	00.00	ANIVENA	V-20-44-3-		Dane		,
Vessel's folder:Fixtures	UP.03 T	ANKERS			Page _		T

Issue Date:07.09.2011 Rev.00

MESSRS:			
		VESSEL : M/T SPEEDWAY	Name of the State
OSG 351	I/HORIZON	PORT : BIGSTONE ANCI	HORAGE, USA
		DATE: 23 / N	ay / 2019
Dear Sirs,			
Dear Ons,	Sub:	Delay in cargo operation	n
Milmore	<del></del>	nber and size of shore	<del></del>
Please be inforr	med that my vessel	M/T SPEEDWAY disposes	3 x 16"
connections in t	both ship's side manifol	lds but you connected 2 x 12	" cargo arms/hoses
in BERTH	OSG 351	for the discharging of her ca	rgo N'KOSSA
CRUDE O	L on 23RD	May 2019 as a result of which n	ny vessel has been delayed
in your port of	BIGSTONE ANCHOR	RAGE, USA and the total time require	ed t discharging her
cargo	N'KOSSA C.O.	exceeded to target time.	* ; ***
eason, reservir		ners and/or Charterers and/or Agents to ag the copies of this letter duly signed.	claim according in due time.
		ners and/or Charterers and/or Agents to	claim according in due time.
reason, reservir			claim according in due time.
reason, reservir		Yours faithfully,	claim according in due time.
reason, reservir		Yours faithfully,  Captain  Captain	AMB SOHIOTIS
reason, reservir	edge receipt by returning	Yours faithfully,  Captain  Master	claim according in due time.
reason, reservir Kindly acknowle	edge receipt by returning	Yours faithfully,  Captain  Captain	EQHIOTIS
reason, reservir Kindly acknowle	and accepted by:	Yours faithfully,  Captain  Master  Master	Sign
reason, reservir Kindly acknowle  Acknowledged a	and accepted by:	Yours faithfully,  Captain  Master  Time: 1630	EQHIOTIS
reason, reservir Kindly acknowle  Acknowledged a	and accepted by:	Yours faithfully,  Captain  Master  Master	Sign
Acknowledged a	and accepted by:	Yours faithfully,  Captain  Master  Time:  1630  in CAPITAL LETTERS	Sign Local
reason, reservir Kindly acknowle  Acknowledged a	and accepted by:	Yours faithfully,  Captain  Master  Time: 1630	Sign

Issue Date:07.09.2011 Rev.00

MESSRS:								
		VESSE	L : <u>M/</u> T	SPEED	YAY			
OSG 351/HORIZON		POR	T : BIG	STONE	ANCHO	RAGE.	USA	
WINDOWS MARKET MARKET CONTROL TO A CONTROL TO THE C		DAT	E: 23	1	May		2019	***
Dear sirs,	Re: Delay in Discha	Dischar				<u>ted</u>		
Please be informed that dur	ring discharging the o	cargo		NKOSS	SA Crud	le Oil		due to
limited capacity of your lines	•		nanifold	s mainta	ined all t	imes as	maximun	n requested
by terminal 70	000 BE	BLS/HR	and th	e discha	rging rat	e calcul	ated abou	t
44425	BBLS/HR							
Due to the above mentioned required to discharge her ca		on my vess			ayed at y	•	and the t	
time in accordance with her	normal discharging	rate	75	478	88	LS/HR	_	
for extra time used for disch reason, reserving the rights				•			at may ari	•
Acknowledged and accepte	d by: <u>L</u>	Capta Mas	***************************************	EVANO	GELOS (		DW	
Date: 23-may - 20		1630			L	.ocal		
Name: R. Johnson	The state of the s	in CAPIT	TAL LE	TERS				
FIXTURE		LOP.16						Page 1 of 1

IEREUS SHIPPING S.A.

Issue Date:07.09.2011

**IRAEUS** 

Rev.00

MESSRS:							
			1	/ESSEL : M/T	SPEEDWAY	<u> </u>	_NECTION 60 THE OWNER, EAS.
OSG	351/HORIZON			PORT : BIGS	TONE AND	HORAGE, US	<u>SA</u>
				DATE: 23	1 1	Viay /	2019
Dear Sirs,	Re :	Delays/	Stoppage	s imposed	by Ten	<u>ninal</u>	
This is to br	ing to your kind	attention tha	t the following o	telays/stoppage	s imposed	by your Termin	nal to the above
named vess	sel during her p	resent call at	-	Bigsi	tone anchor	age	announce and a second
From:		To:					
Date	Time	Date	Time	Due to:			
21-May-19	05:18 hrs	23-May-19	08:06 hrs	Fm Hoses Disco	nnected To	Hoses Connect	ed
	hrs		hrs				
	hrs		hrs			······································	
	hrs		hrs				
	hrs		hrs		······································		
	hrs		hrs				
	hrs		hrs				
	hrs		hrs				
solely respo	nsible for any c iions as may l	osts, damage be considere	e, or claims ari		oresaid, an nterest of t	d reserve the	rights to
Acknowledge	jed and accepte		RUCHUPTON	Master		EEDWAY PIR	
	_		Time			Loc	
Name: 7	3-MAI-ZO P. JOHNSON	7/1	14110	in CAPITAL	LETTERS		, cai
XTURE			L	OP.15			Page 1 of 1

Issue Date:07.09.2011 Rev.03/15.11.2016

SIAIEM								
VESSEL! SPEEDWAY   PORT:   PHILADELPH		DAT					MIFFL	IN.
LOAD/DISCHARGE CARGO: N'KOSSA CRUDE OIL	B/L C	UANTITY			.01 BBLS			
	]		1	17045.8	982 M.T.	API/SC		
	TIME	DATE					Company of the Company of	2.14
EOSP/STBY ENGINES				NUMBI	ER OF TUGS	USE	)	
Arrived Pilot Station			MOORING UN	MOORIN	VG SHIFTI	VG	ESCOF	RTING
N.O.R. Tendered	16:00	23-May-19	2	2	-		-	
N.O.R. Accepted	22:30	24-May-19	İ	ROB -	ARRIVAL (E	.O.S.P.	)	-
	122.00	124.1.7.1.	HFO HS		HFOLS		DO/MG	OHS
Free Pratique Granted	40.42	24.12	315.8	MT		<del> </del>	00000	MT
Pilot On Board River	10:42	24-May-19			- MT	-	<u> </u>	
Pilot Off ☑ On ☐ River	19:54	24-May-19	MDO/MGO L	.s	LUB OILS	1	WATE	.R
Pilot Off ☐ On ☑ Dock	19:12	24-May-19	424,3	MT S	0445 LTRS	3 2	50	MT
Pilot Off ☑ On ☐ Dock	11:12	24-May-19		KERS/L	UBS/WATE	REC	EIVED	
Pilot Off ☐ On ☑ Dock	18:36				HFOLS		DO/MG	OHS
Pilot Off Dock	79.42	25-May-19		MT	- MT	<del>1 - ''</del>		MT
Pilot on board River	18:24	25-May-19	MDO/MGO L		LUB OILS	+	WATE	
Pilot Off River			WIDOWIGO L		- LTRS	+	WATE	
	27:54	25-May-19		MT				MT
Anchored	15:42	20-May-19			OB - SAILIN			
Anchor Up	11:12	24-May-19	HFO HS		HFO LS	M	DO/MG(	) HS
Anchored	21:30	25-May-19	-	MT	- MT		-	MT
Anchor Up			MDO/MGO L	s	LUB OILS		WATE	R
Tug Boat(T.B) Fasted	19:12	24-May-19	•	MT	- LTRS		•	MT
T.B: Fasted Unfasted ✓	21:54	24-May-19		CAF	RGO QUANT	TTY		
T.B: Fasted Unfasted	T		PARCEL 1	PA	RCEL 2	P	ARCEL	. 3
T.B: Fasted Unfasted	<del>                                     </del>	<del>                                     </del>		<del>                                     </del>				BBLS
T.B: Unfasted	<del> </del>	<del> </del>	·	<del> </del>				MT
First Line Ashore	19:54	24-May-19		<del> </del>				LT
All Fast				٠	E.F. APPLIE			14.
	21:48	24-May-19		<u>v.</u>	E.F. APPLIE	.U		1
Commenced Unmooring	19:00	25-May-19		ļ		<del></del>		BBLS
Completed Unmooring – Left Dock	19:24	25-May-19						MT
Commenced Gauging	17:24	25-May-19						LT
Completed Gauging	18:12	25-May-19	STS OPERA	TION	TIME	DA	TE	j
Calculations Completed			STS CHECK LIS	T 2				(
Commenced Gauging			STS CHECK LIS	Т3				į
Completed Gauging	1		STS CHECK LIS	T 4				ļ
Calculations Completed	1		STS CHECK LIS			<del></del>		j
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Completed Gauging	<del> </del>		Delays of co					
Calculations Completed	<del> </del>		, DC.11, U. V. U.		delay, etc )		., 44.91	, 4444
	<del> </del>				delay, etc. /			
Commenced Gauging			P. 25 25		in I a same w			<b>~~~~~~</b>
Completed Gauging	<b></b>		Fm: 23/May/2019				**********	****
Calculations Completed			To: 24/May/2019	at 10:42 H	ine Lt POB	111P41/1970000		
Final API received			, - 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Lefte art out fo black to	. v t t t t t t t t t t t t t t t t t t		**********	** ***** ** ** ***** * *
Documents on board			Fm: 26/May/2019	at 13:30 H	irs Lt			
Signed Cargo Documents			To: 25/May/2019	nt 15:00 H	irs Lt Interna	i strippi	ng	
Hoses Connect Disconnect Commenced	22:00	24-May-19						
Hoses Connected ✓ Disconnect	22:30	24-May-19						
Hoses Connect Disconnect Commenced	17:42	25-May-19		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	e en-ed upd here don't net en an-en-en-			******
Hoses Connected ☐ Disconnect ☑	18:00	25-May-19	***************************************			***********	*************	
Deballasting	23:30	24-May-19	11.41.11 **** \$4.50.11 25.400 *** F44.17 F15.74	************	***************************************			. \$ 14224 C C C C C C C C C C C C C C C C C C
Deballasting Ballasting Completed	17:00	25-May-19			2 cht es eug 1 ce 2 ce 2 f ht der 7 ce 4 ch 7 me		*****	. 3 20 244 241 3 24 60 70 7
	.}~~~~							
Loading Discharge Lightering Commenced	23:18	25/May-19	**************************		2005 17 17 17 12 11 10 10 10 17 1 10 10 10 10 10 10 10 10 10 10 10 10 1	*********	************	
Loading Discharge Lightering Linterrupted SHIP SHORE STOP	13:30	25-May-19	, , , , , , , , , , , , , , , , , , ,			*** -*** - *** ** * * * * * * * * * * *	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	*************
Loading Discharge Litering Resumed	15:00	25-May-19	* h = y = v = o del des y desta (delenis y * d'ad appe ("depend	200 FT 1 2420 FT PA 244 F	8 hii 4 yg g Bêra 6 h b wysg Yry P o y pg e bet boas		***********	*********
Loading Discharge Lightering Linterrupted SHIP SHORE STOP	<b> </b>			)( 1041 1410 ₄ 171 hd; 1	PL\$3943#### 188643 50656### pms.	, 4		
Loading Discharge tering Resumed			******************************		****************			***
Loading Discharge Lightering Linterrupted SHIP SHORE STOP								***********
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Loading Discharge Lightering Interrupted SHIP SHORE STOP			1/1		75			
Loading Discharge bittering Resumed			/15%	15	721			
Loading Discharge Lightering Linterrupted SHIP SHORE STOP	1		/ VH		)<)			
Loading Discharge phlering Resumed	T		MASTER	(	T/ / 7	AGENT		
	17:24	25-May-19		٠.٥	/ _ /			
	11.47	zu-may-18	`	PRAE	RECEIPT ON	/	m	1
Shifted From:	<del> </del>				-	NODE	TAN	
To:	<del> </del>		TERMINAL		RECEIPT ON	MALE	- NAK	
Commenced Sea Passage	<u></u>	<u> </u>					<i>[</i>	-
Vacante folder Circures	00027	ANKERS			Page		01	

Issue Date:07.09.2011

Rey.00

	:			
				VESSEL : M/T SPEEDWAY
PES -	FORT MIFFLIN	V		PORT : BIGSTONE ANCHORAGE, USA
		Charles Street Shank Charles		DATE: 25 / May / 2019
Dear Sirs,				
	<u>Re :</u>	Delays/	Stoppage	es imposed by Terminal
This is to h	ing to your kind	attention the	nt the following	delays/stoppages imposed by your Terminal to the above
	sel during her pr		•	Fort Mifflin
				1
From:		To:		
Date	Time	Date	Time	Due to:
23-May-19	I	24-May-19		From NOR tendered to Pilot on Board
25-May-19	13:30 hrs	25-May-19	15:00 hrs	Discharging interrupted for internal stripping
	hrs		hrs	
	hrs		hrs	
	hrs		hrs	
*	hrs	<u> </u>	hrs	
·	hrs		hrs	
	hrs		hrs	
solely respo take all act	nsible for any c	osis, damagi pe considere	e. or claims ari d necessary t	and Charterers, I hereby lodge Protest , holding you sing from the aforesaid, and reserve the rights to so protect the interest of those parties.  Ordingly.  Yours faithfully,  Captain  EVANGELOS CHIOTIS  Master  M/T SPEEDWAY
				WI SPEEDWAT
•	ed and accepte	ed by:		Sign
Date:	ed and accepte		Time	Sign : Local
-	•		Time	Sign

**FIXTURE** 

Issue Date:07.09.2011 Rev.00

Page 1 of 1

# **LETTER OF PROTEST**

PES - FORT MIFFLIN	PO	BEL: M/T SPEEDV PRT: BIGSTONE A		-
PES-FORT MIFFLIN			NCHORAGE, USA	
	DA			<del>Marian marian</del>
		TE: 25 /	May / 20	119
Dear sirs,				
•	elay in Disch	arging due to	limited	
	Discharging	rate requeste	ed.	
Please be informed that during discha	arging the cargo	NKOSS	A Crude Oil	due to
limited capacity of your lines, the back	pressure on ship's	manifolds maintair	ned all times as maxi	mum requested
by terminal 20000	BBLS/HR	and the discharg	ging rate calculated a	bout
16217 BBLS/HI	₹			
Due to the above mentioned discharg	ing limitation my ve	ssel has been delay	ed at your port and t	he total time
required to discharge her cargo of	NKOS	SA Crude Oil	exceeded t	he target
time in accordance with her normal di		75478	BBLS/HR	ilo migot
losses for extra time used for discharg arise by this reason, reserving the righ due time.			-	•
		Yours faithfully,	0	
		otain EVANG ester M/T S	THUS	50)
Acknowledged and accepted by:		***************************************	Sign	
Date:	Time:	Photography and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second sec	Local	
Name:	in CAF	PITAL LETTERS		

LOP.16

Issue Date:07.09.2011 Rev.01/23.05.2014

#### **PUMPING DATA**

Vessel: MITS PEED WAY Cargo: PORT : PHILADELPHIA USA - FORT HIFEUN NEOSSA C.O. NO 1 CARGO NO 2 CARGO NO 3 CARGO MANIFOLDS PRESSURE

DATE			:ARGO MP		CARGO IMP		CARGO IMP	MA		PRESSU 1 ² - PSI	KE	Hourly	Remarks
	TIME	RPM	Delivery Pressure Kerkm2 - PSI	RPM	Delivery Pressure Kgricm2 - PSI	RPM	Delivery Pressure Kgr/cm2 - PSI	No.1	No.2	No.3	No.4	Discharge Rate	(see below)
25 MM 8019	08:12			4.000	9,0	1.000	9,0	6,0	6,0	6.0			STREET COLDS
25 MAY 2019	09:00			1000	9,0	(000	9,0	6,0	60	6,0	****		8
25MA72019	1000		_	1000	90	1000	9,0	6.6	6.0	6,0	-	27654	B
254472019	1018			300	7,5	9∞	7,5	45	4,5	45	_		G
25 HAY 7015	j1:80		-	268	6,0	800	80	3.0	30	3.0	-	25874	6
28mry rob	1106			පිටර	6,0	1100	11.5	2,5	2,5	2.5		***************************************	G-C-F
25 Med 2015	12:00	******		650	5,0	1.400	11.5	1.7	1.7	17		15.603	F - 6
25 147 2019	13,00			650	50	1.100	US	47	1,1	4.7		10.785	F-6
25 my 2013	13:30			· ••• •• • • • • • • • • • • • • • • •		1.100	11,5				-		C-8-F
25 MAY 2019	15:00					650	5.0	1,3	1,3	1.3	<b>-</b>	, 4447, 124, 124, 124, 124, 124, 124, 124, 124	G-H
25 May 2012	16:00	************				650	5,0	1,2	1,2	1,2		4.681	G-H
25 May 2019	16:54				<del></del>		<u> </u>		<u> </u>	ļ		2.332	
		, -14-1-17-17-17-17-17-17-17-17-17-17-17-17-1	ļ	***************************************			J				ļ		
*****************	48888142444444			***************	ļ.,	*******			ļ				
					•	ļ	Ī	1	•				

Remarks Code:

"H" Discharging Stops

 Terminal	Representative	

SIAKAVARAS KONSTANT, NO

Chief Officer

**OP.31 TANKERS** 

Vessel's Folder:FIXTURE, OP-16

[&]quot;A" Stop Discharge at Shore request

[&]quot;E" Slow Discharge by Vessel

[&]quot;J" Discharging Lines through MARPOL

**[&]quot;B"** Slow Discharge at Shore Request

Stripping Educting Cargo tanks

[&]quot;C" Crude Oil Washing Low Level Tanks

[&]quot;D" Stop Discharge by Vessel

Issue Date:07.09.2011 Rev.01/23.05.2014

#### **PUMPING DATA**

POR: PHILADELPHIA JEA-FORT ME FFLIN Vessel: NEOSEA C.O. M/7 SPEEDWAY Cargo:

			CARGO IMP		ARGO		CARGO IMP	AM		PRESSU n² - PSI	RE	Hourty	Remarks
DATE	TIME	RPM	Delivery Pressure Kg:Km2 -P81	RPM	Delivery Pressure Kgrkm2 - PSI	RPM	Delivery Pressure Kgr/om2 - PSI	No.1	No.2	No.3	No.4	Discharge Rate	(see below)
24 MAY 2019	2318	650	5,0			_	-	2, 6	2,0	2,0	_	_	В
ZHMBTEOIS	2336	650	5,0	650	5,0	_	-	2.2	2,2	2,2			<u> </u>
3414418010	2343	650	5.0	650	1,0	ଟେଥ	510	2,3	2,3	2, 3			13
244412019	23 4 B	₹50	5,5	750	5,5	750	5,5	3,0	3,0	3,0			В
29MAY2019	PZES	ළිදුල	6.0	පිගප	6,0	පිංච	6.0	3,5	3,5	3,5	_		B
2514/2019	00g l	800	6,0	800	6,0	සිංර	6,0	3,5	3.5	3,5		7.6C6	8
250042015	<i>මා</i> ලෙ	800	60	ණිතය	6.0	පිට එ	6.0	3.5	3,5	3,5	_	18881	
25MAY 2019	<u> దిశి</u> త్త	හිගය	6.0	ව්යාව	6.0	8ිම ය	6,0	3,5	3,5	3,5		18218	l B
25 HAY 2015	0300	906	6.0	900	6.0	800	60	3.5	35	3,5	_	17734	<u> </u>
25 MAY 2019	0400	800	6.0	008	6,0	800	6.0	35	3.5	3.5	****	18635	<u> </u>
25 MAY2019	0420	lloo	11,0	ළිංර	6,0	පිහර	6,0		3,5	3,5			3-6
25HM2019	0500	1100	110	පිළුර	6,0	පිංර	6,0	3,5	3,5	3,5		12425	8- C
25 MAY 20 13	୦େଠ	1100	11,0	පිරාර	6,0	800	6.0	2,5	3,5	7,5		16701	B. C
ZSMW2019	0940	1100	11,0	500	7,5	500	₹,5	41,5	4,5	4,5	-	18291	B-G
25 May 2019	0නු:00	1100	14,0	1000	9,0	1000	9.0	6.0	6,0	6,0		21.058	B-F

Remarks Code:

<b>"B</b> "	Slow Discharge at Shore Request
"F"	Stripping Educting Cargo tanks

Terminal Representative

SIAKAVARAS KONSTANTINOS

Chief Officer

Vessel's Folder: FIXTURE, OP-16

**OP.31 TANKERS** 

[&]quot;A" Stop Discharge at Shore request

[&]quot;E" Slow Discharge by Vessel

[&]quot;J" Discharging Lines through MARPOL

[&]quot;C" Crude Oil Washing Low Level Tanks

Stop Discharge by Vessel

Diecharging Slops

Issue Date:07.09.2011 Rev.01/23.05.2014

#### **CRUDE OIL WASH RECORD**

VESSEL:	MITSPEEDWAY	DATE: 25 MM 2019
PORT:	PHILADGE PHEN FORTMEFFEN	GRADE NYSSA C.O.

DATE	TANK No	TIME	TIME	No OF M	ACHINES CYCLE		No TANK	TANK O₂	UNK O2 LINE O2	I.G.	WASH	DIP	DIP
DAIL	IMMN NO	START	STOP	FITTED	IN USE	USED	PASSES	IAIII O2	FIME O	PRESS	PRESS	BEFORE	AFTER
25/05/19	18	0420	०५५०	2	2	180°0°-40		2,9	3,7	400	85 W/6		9
व्यव्याप	2(	0420	०५४०	2	2	80°-6-40°		3,8	3.7		8,5 9kg		Ø
रहोग्डी ह	36	2520	0610	<u>s</u>	3	180-40	1	3,8	3.8	400	8,5%/04		
25/05/19	-32	25.50	0610	2	٤	180-40	1	3,6	3.3		8.54(%		
25/ps/p	55	0615	<u>0650</u>	2	2	180-40	1	3,2	4,0	400	8,5796		
25/05/19	48	2220	0730	2	3	48-0-40	1	3,6	3,9	1/00	8546		\$
25/05/19	45	2220	0230	೭		400-0-400	)	3,6	3,9	400	85%		9,
<u>305)19</u>	38	1106	11:42	2	2	100-0-40		3,8	3,8	400	854cms	6	0
32/02)19	28	1106	11:42	2	2	400-00-40		3.7	3.6		85 48km	5	9
25mx 19	55	13:30	14:05		2	40°-0°-40°		3.8	38	420	85 m/m	5	9
<u> 25 MAY 19</u>	SL07 (P)	14:10	14:45	3	3	400.00-400	<u> </u>	3,8	3.1	430	8.5 m/cm	4	Ø
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TERMINAL REPRICARGO INSPECTOR

Vessel's Folder:FIXTURE OP-16

OP.25 TANKERS

EXHIBIT 10

60 EAST 42ND STREET. SUITE 1638 NEW YORK, NY 10165 (212) 354-0025 FAX: (212) 869-0067



10 SPRUCE STREEF SOUTHPORT. CT 06890 (203) 254-8474 FAX: (203) 254-1641

TL@TISDALE-LAW.COM

New York, NY · Southport, CT

WWW.TISDALE-LAW.COM

July 18, 2019

farhad.shakibaei@pes-companies.com

claims@pes-companies.com
Philadelphia Energy Solutions
1735 Market St., 11th Floor
Philadelphia, PA 19103

claim@poten.com asarris@poten.com pperri@poten.com ilomba@poten.com Peter Perri Poten & Partners, Inc. 805 Third Ave. New York, NY 10022

Re: M/T SPEEDWAY

PES Charter Party dated April 10, 2019

Dear Sirs:

We are attorneys for Skyview Marine Co. SA and Nereus Shipping SA, the Owners and Managers, respectively of the M/T SPEEDWAY in regard to a dispute arising out of the above-referenced charter party with Philadelphia Energy Solutions as Charterers for unpaid demurrage at loading and discharging totaling \$124,739.77 and heating expenses of \$45,504.60 arising under the above-referenced charter party.

In accordance with Sun Clauses, Clause 8 and ASBATANKVOY form Clause 24 of Part 2, Owners hereby demand arbitration of Charterers and appoint George Tsimis, Esq. as its party appointed arbitrator. Mr. Tsimis' details are as follows:

George J. Tsimis
GJT Marine Consultants, LLC
212 Ryder Road
Manhasset, NY 11030
Tel: 917 306 7721
gtsimis@gjtmarine.com

Case 1:19-cv-06737-AT Document 1 Filed 07/19/19 Page 110 of 113

Notice is hereby given that you have 20 days to appoint your party nominated arbitrator or, in accordance with Clause 24, a second arbitrator will be appointed on your behalf.

We await your earliest response.

Very truly yours,

Thomas L. Pisdale

mt

gtsimis@gjtmarine.com

cc: George J. Tsimis

EXHIBIT 11

Menu

History Refining Process

The Philadelphia Refining Complex includes the Point Breeze and Girard Point refineries.

Together, these facilities comprise the largest refining complex on the Eastern seaboard.

It was established as a bulk petroleum storage facility in 1866, when the petroleum industry was still in its infancy, and began refinery operations in 1870.

The refining complex produces a wide range of fuels for markets in the northeastern United States. Among our various products are gasoline, low-sulfur diesel, jet fuel, kerosene, butane, propane, home heating oil and the petrochemical cumene. We utilize ethanol and biodiesel as important components of our products.

With its combined 335,000 barrels per day of crude oil processing capacity, PES' refining complex business produces approximately 110 million barrels of refined products annually.

© 2019 Copyright
Philadelphia Energy Solutions
SITE MAP | LEGAL

PES Headquarters 1735 Market Street, 11th Floor Philadelphia, PA 19103 215-339-1200

WEB FONTS BY

7/18/2019 Philadelphia Refining Complex | Philadelphia Energy Solutions | Philadelphia Energy Solutions | Philadelphia Energy Solutions | Page 1:19-cv-06737-AT | Document 1 | Filed 07/19/19 | Page 113 of 113

3144 West Passyunk Avenue Philadelphia, PA 19145 215-339-2000

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